



**BULLITT COUNTY PUBLIC SCHOOLS**  
DEPARTMENT OF FINANCE

**LISA LEWIS, DIRECTOR**  
STEPHANIE BONNETT, ASSISTANT FINANCE OFFICER  
TAMMI SHADDERS, ACCOUNTING SUPERVISOR

TO: Board Members

FROM: Lisa Lewis, Director of Finance

*Lewis*

DATE: June 1, 2026

RE: Cyber Policy

Please review the attached packet, which includes a quote for cyber insurance. I recommend that the Board approve renewal of the cyber insurance plan with Assured Partners through Corvus Insurance.

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



# Insurance Quote

Dear: Tracy Daniel, AssuredPartners NL, LLC - Lexington (API)

Date: May 18, 2026

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk.

Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

**Insured:** Bullitt County Board of Education  
**Insured ID:** 54418911

**RPS Reference #:** 8680551D

**Mailing Address:** 1040 Highway 44 E Shepherdsville, KY 40165

**Physical Address:** 1040 Highway 44 E, Shepherdsville, KY 40165

**Carrier:** Travelers Excess and Surplus Lines Company / Non-Admitted AM Best Rating: A++ XV

**Policy Period:** 7/1/2026 to 7/1/2027

**Coverage:** Cyber Liability

**Policy Premium:** \$27,141.00

**Fees (fully earned):**

Broker Fee - RPS \$500.00

**Taxes:** **Home State:** KY

Surplus Lines Tax \$829.23

Surcharge \$497.54

KY Municipal Tax

KY Collection Fee

**TOTAL:** \$28,967.77

**Conditions/ Subjectivities:** per Carrier terms attached  
Terms & Conditions are per attached carrier quote

**Please note:**

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the

terms provided herein.

- At binding, you are responsible for billing and collecting from the Insured the premium and fees quoted and remitting to RPS. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,

Dillon Behr

Underwriter

Risk Placement Services, Inc. - Denver

Phone: 303-893-5770

Email: [Dillon\\_Behr@rpsins.com](mailto:Dillon_Behr@rpsins.com)



# Smart Cyber Insurance <sup>TM</sup>

## Quote

for Bullitt County Board of Education

Produced April 17, 2026

### **Producer**

Taylor Brinkerhoff, RPS Insurance  
taylor\_brinkerhoff@rpsins.com

### **Underwriter**

Amanda Cooper

### **Corvus Insurance**

655 Atlantic Avenue, Suite 1700, Boston, MA 02111  
www.corvusinsurance.com

## Bullitt County Board of Education scores **91** out of 100 overall

Our proprietary non-invasive scan looks at your public-facing website, embedded software, and domains to better understand your risk profile. The score (out of 100) predicts how protected your organization is from existing cyber threats.



Scanned: Mar 28, 2026

### Preview of Recommendations

  
**Medium  
Impact**

## Consider Migrating to a Cloud Hosted Email Provider

### Finding

The Cyber Risk Scan detected the presence of on-premise email infrastructure at your organization.

# Travelers Cyber Risk Services

Monitoring, tools and services that help to predict and prevent cyber threats – so that you can focus on growing your business, not responding to cyberattacks.

## TRAVELERS CYBER POLICIES INCLUDE:

### Always-On Threat Monitoring and Alerts

- Take action with same-day threat alerts that help to identify attacks before they escalate.
- Review step-by-step actions tailored to your organization.

### Expert Guidance from Our In-House Cyber Risk Services Team

- Get personalized guidance to strengthen security and reduce risk.
- Maximize the effectiveness of your security investments.

### 24/7 Cyber Risk Dashboard

- Check your cyber exposure and view custom security recommendations anytime.
- Access a network of preferred cybersecurity vendors.

### Personalized Policy Onboarding

- Meet your Travelers Cyber Risk Services team and get familiar with your service offerings.
- Review your current security report and receive actionable recommendations.

## ORGANIZATIONS THAT ENGAGE WITH THESE SERVICES WERE SHOWN TO:\*

- Be nearly **20%** less likely to experience a cyber breach
- See nearly **27%** lower total claim costs per cyber breach

\*The frequency and severity of cyber insurance claims were found to be lower on average across all policyholder organizations that met a minimum threshold for engaging with the service offerings described above by registering their account on the Cyber Risk Dashboard

## CUSTOMER STORY



Policyholder virtual private network (VPN) credentials are seen for sale on a dark web marketplace



Within minutes, Travelers has reached the policyholder and broker



VPN is taken offline to prevent the spread of an attack



Travelers helps the policyholder set up multifactor authentication (MFA) on their VPN accounts



Major ransomware attack averted, avoiding potential interruption to operations, reputational harm and an estimated \$250,000+ claim

## HOW IT WORKS:

- 1. Get Started:** After your policy is issued, we'll send an email inviting you to register for the Travelers Cyber Risk Dashboard.
- 2. Onboarding Call:** Once you've registered your dashboard account, send us an email at the address below to schedule your Onboarding Call.<sup>†</sup>
- 3. Year-Round Support:** Schedule an eligible service from the menu below by sending us an email or going to the Risk Services page in your Dashboard.

You and your insurance representative can reach us at [cyberservices@travelers.com](mailto:cyberservices@travelers.com).

Online Tools and Always-On Services	All Travelers Cyber Policyholders
Cyber Risk Dashboard	✓
External perimeter scanning	✓
Personalized alerts for emerging cyber threats	✓
Continuous dark web monitoring	✓
Cyber expert security consultations	✓ Up to 5 calls
Multifactor authentication implementation support	✓ Up to 5 calls
Self-service risk assessment	✓
Employee security awareness training	✓
Discounted vendor rates	✓
Cyber newsletters and webinars	✓

Expert Support <i>Available to policyholders with \$1M+ cyber limit and the gross annual revenue shown in each column</i>	Under \$50M Revenue	\$50-100M Revenue	\$100M+ Revenue
Policy onboarding call	✓ 30-min call	✓ 30-min call	✓ 30-min call
Meet the data breach coach	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Post-incident consultation	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Scan reports for third-party vendors		✓ 15 scans	✓ 15 scans
Expert NIST-based risk assessment		✓ 1-hr call	✓ 1-hr call
Incident Response Tabletop Exercise**		✓ 30-min prep call	✓ 2-hr virtual + prep call
Incident Response Planning (IRP)	Template and guide	Template and guide	✓ 1-hr call
Business Continuity Planning (BCP)	Template and guide	Template and guide	✓ 1-hr call

To access a full description of each service and its benefits, scan the QR code:



<sup>†</sup>Available to policyholders with \$1M+ cyber limit

\*\*On-site tabletops are available via third-party vendors at a reduced cost



travelers.com

Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183

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# SMART CYBER INSURANCE™ QUOTE

April 17, 2026

<b>Named Insured</b>	<b>Bullitt County Board of Education</b> 1040 Highway 44 East Shepherdsville, KY 40165
<b>Producer of Record</b>	<b>RPS Insurance</b> 525 W Van Buren St Ste 1325 Chicago, IL 60607  Through <b>Corvus Insurance Agency, LLC</b>
<b>Policy Period</b>	From <b>07/01/2026</b> to <b>07/01/2027</b> Both dates at 12:01 a.m. Standard Time at the address of the named Insured as stated herein.
<b>Retroactive Date</b>	None; Full Unknown Prior Acts
<b>Insurer</b>	Travelers Excess and Surplus Lines Company (Non-Admitted, AM Best "A++" Superior)
<b>Breach Response Hotline</b>	Corvus Smart Cyber Insurance® 24/7 Breach Response Hotline: (855) 248-2150

<b>Third Party Insuring Agreements</b>	<b>Limit</b>	<b>Retention</b>
<input checked="" type="checkbox"/> A. Network Security and Privacy Liability	\$1,000,000 Each Claim / Aggregate	\$25,000 Each Claim
<input checked="" type="checkbox"/> B. Regulatory Investigations, Fines and Penalties	\$1,000,000 Each Claim / Aggregate	\$25,000 Each Claim
<input checked="" type="checkbox"/> C. Media Liability	\$1,000,000 Each Claim / Aggregate	\$25,000 Each Claim
<input checked="" type="checkbox"/> D. PCI DSS Assessment Expenses	\$1,000,000 Each Claim / Aggregate	\$25,000 Each Claim
<input checked="" type="checkbox"/> E. Breach Management Expenses	\$1,000,000 Each Claim / Aggregate	\$25,000 Each Claim

<b>First Party Insuring Agreements</b>	<b>Limit</b>	<b>Retention, Waiting Period, &amp; Period of Indemnity</b>
<input checked="" type="checkbox"/> A. Business Interruption See Video: <a href="http://www.corvusinsurance.com/bi">www.corvusinsurance.com/bi</a>	\$1,000,000 Each Loss / Aggregate	Waiting Period: 8 Hours Period of Indemnity: 6 Months
<input checked="" type="checkbox"/> B. Contingent Business Interruption See Video: <a href="http://www.corvusinsurance.com/bi">www.corvusinsurance.com/bi</a>	\$1,000,000 Each Loss / Aggregate	Waiting Period: 8 Hours Period of Indemnity: 6 Months
<input checked="" type="checkbox"/> C. Digital Asset Destruction, Data Retrieval and System Restoration	\$1,000,000 Each Loss / Aggregate	\$25,000 Each Loss
<input checked="" type="checkbox"/> D. System Failure Coverage	\$1,000,000 Each Loss / Aggregate	Waiting Period: 8 Hours Period of Indemnity: 6 Months
<input checked="" type="checkbox"/> E. Social Engineering & Cyber Crime Coverage See Video: <a href="http://www.corvusinsurance.com/1st-party">www.corvusinsurance.com/1st-party</a>	\$250,000 Each Loss / Aggregate	\$25,000 Each Loss
<input checked="" type="checkbox"/> F. Reputational Loss Coverage	\$1,000,000 Each Loss / Aggregate	Waiting Period: 2 Weeks Period of Indemnity: 6 Months
<input checked="" type="checkbox"/> G. Cyber Extortion and Ransomware	\$1,000,000	\$25,000 Each Loss

First Party Insuring Agreements	Limit	Retention, Waiting Period, & Period of Indemnity
Coverage See Video: <a href="http://www.corvusinsurance.com/1st-party">www.corvusinsurance.com/1st-party</a>	Each Loss / Aggregate	
<input checked="" type="checkbox"/> H. Breach Response and Remediation Expenses See Video: <a href="http://www.corvusinsurance.com/1st-party">www.corvusinsurance.com/1st-party</a>	\$1,000,000 Each Loss / Aggregate	\$25,000 Each Loss
<input checked="" type="checkbox"/> I. Court Attendance Costs	\$250,000 Each Loss / Aggregate	\$25,000 Each Loss
<b>Maximum Policy Aggregate Limit: \$1,000,000</b>		

Endorsements	Limit
CB-336-002 Add Coverage for SEC Reporting Costs Endorsement	
CB-107-002 Bodily Injury Claims	\$250,000
CB-126-002 Bricking	\$1,000,000
CB-194-001 California Consumer Privacy Act	
CB-202-001 Coverage for Certified Acts of Terrorism	
CB-123-001 Criminal Reward Expenses	\$50,000
CB-136-001 Forensic Accounting Coverage	\$50,000
CB-111-003 GDPR Coverage	
CB-133-001 Invoice Manipulation Loss	\$250,000
CB-128-001 Loss of Funds Exclusion Carveback	
CB-320-001 Non-IT Contingent Business Interruption Coverage Sublimit	
CB-153-001 Pay on Behalf	

**Endorsements**

**Limit**

CB-174-001	Property Damage	\$250,000
CB-148-003	RPS Cyber Amendatory	
CB-288-003	Retention Reduction Endorsement	
CB-274-003	Smart Cyber Insurance Amendatory Endorsement	
CB-120-001	Solicitation Claims	\$50,000
CB-159-003	Utility Fraud Coverage	
CB-167-001	War Exclusion Cyber Terrorism Carveback	

**Premium, Taxes & Fees**

Premium	\$26,872
TRIA	\$269
<b>Total</b>	<b>\$27,141</b>

## POLICY FORM

Corvus Smart Cyber Policy Form #**CB-101-001**

## SUBJECTIVITIES

The proposed quoted terms are valid through the expiration date of the current policy and subject to the receipt, review, and acceptance of the following information and are based on the representation that there are no open or unreported claims, unless previously addressed herein, as of the date of this quote. The applicant must also pass a sanctions list check which Corvus will perform prior to binding. If at any time before binding we are made aware that a claim was reported, we reserve the right to rescind or revise the terms of this quote.

### **Due prior to binding coverage:**

### **Due within 7 days of binding coverage:**

- A completed Surplus Lines Filing Form.
- TRIA Waiver if coverage is rejected (attached to quote).

## TAXES & FEES

If the risk is subject to surplus lines tax, you must arrange for the filing of the affidavit and for payment of applicable state tax and fees, in addition to the premium.

# Renewal Application for Smart Cyber Insurance

1. Company Name

2. Company Address

3a. Primary Website

3b. Additional Websites

4. Nature of Business (Industry)

5a. Prior Rated Revenue

5b. Projected Gross Annual Revenue (next 12 months)

5. Are there any subsidiaries for which the Named Insured wishes to cover under the policy?

Yes

No

If Yes: Please list the names below and provide a relevant organization chart.

7. Estimated amount of records containing unique **personally identifiable information**, that are stored, processed or transmitted by the Applicant (including records stored by third-party providers).

0 - 250,000

1,000,001 - 2,500,000

10,000,001 +

250,001 - 500,000

2,500,001 - 5,000,000

500,001 - 1,000,000

5,000,001 - 10,000,000

8. Does the Applicant collect, capture, purchase, receive through trade, or otherwise obtain biometric data (biometric data is data related to body measurements and calculations related to human characteristics and includes, but is not limited to, fingerprints, iris or retina scans, voiceprints, sleep/health/exercise data, DNA or biological markers)?

Yes

No

## Material Changes in Exposure

9. Do you confirm as of the date on this application that all controls listed below (as they are defined in the glossary of terms section in this application) are fully implemented and in place for all entities applying for coverage? Yes      No

- **Email Filtering:** Yes
- **Backup Frequency:** Daily
- **Backup Solution:** Backup solution with immutable backups, Backups are encrypted, Backup servers are segmented from the rest of the network, Copy of backups are kept offline or air-gapped
- **MFA remote access:** Yes
- **MFA privileged accounts:** Yes
- **MFA email access:** Yes
- **Endpoint Security Technology:** Next Gen Antivirus, Endpoint Detection & Response (EDR) across your enterprises

a. If "No", please explain why.

10. Has the applicant reported all matters they have knowledge of that have or could potentially give rise to a claim or incident (If answering "No" please provide a separate addendum to this application with an explanation and report the matter following the instruction within the policy as soon as practicable) Yes      No

Addendum Section for Additional Notes

Please review the **Glossary** section of this application prior to completing, signing, and dating it in order to ensure that all answers provided within are accurate.

Applicant Signature

Print Name

Date

Applicant Email

Applicant Title

## Glossary

### Air Gapped Backups

A method to create an 'offline backup'. A barrier between primary digital assets and malicious actors / catastrophes. There are two methods to create an air gapped backup: physical or logical air gap.

### Email Filtering

Email security tool used to 'filter out' spam and other malicious content from an organization's inbound and outbound email messages. Email filtering provides average protection against obvious spam emails, but does not protect against more targeted and sophisticated email attacks.

### Endpoint Detection & Response (EDR)

Security software that collects endpoint data and performs real-time continuous monitoring with rule-based automated response and analysis capabilities. An EDR has the capability to detect suspicious behavior, automatically block malicious activity, and provide remediation steps to restore affected system

### Extended Detection & Response (XDR)

XDR extends EDR capabilities to protect more than endpoints. The security solution aims to simplify an organization's entire security stack (endpoints, cloud resources, email, network, etc.) by providing integrated visibility and threat management within a single solution.

### FIDO2

Standard introduced by FIDO Alliance that allows users to log into mobile and web applications using biometrics, mobile applications, or FIDO U2F keys. Essentially, FIDO2 is passwordless authentication.

### Immutable Backups

A type of backup copy that is unchangeable and prevents any deletion or modifications.

### Logical Air Gap

Network and user access controls used to create an 'isolated backup' that is separate and inaccessible from the primary production environment.

### Managed Detection & Response (MDR)

A third-party organization that provides 24/7 outsourced cybersecurity services like threat hunting, network monitoring, and remediation of detected threats.

### Multi-factor Authentication (MFA)

Multi-factor authentication (MFA) is an authentication method that requires a user to provide two or more verification methods in order to gain access to a resource or system. MFA requires a combination of: something you know (a password or PIN), something you have (a code or token generated by a cell phone app or other hardware), and/or something you are (a fingerprint or face scan). Modern MFA does not include static authentication methods such as: certificates or pre-shared keys (PSK).

### Next Generation Antivirus (NGAV)

Next-Gen AV (NGAV) can protect a system with more advanced malware enhanced capabilities to detect suspicious behaviors within the system with the limitations of exclusively focusing on the system it's installed on.

### Offline backups

A copy of an organization's data which is offline (disconnected) and cannot be accessed from the primary environment.

### Out-of-Band Authentication (OOBA)

Secondary verification method with the requester of a funds transfer through a communication channel separate from the original request. An example of this would be calling a known and trusted phone number to confirm a change in payment instructions sent via email from a vendor.

### Personally Identifiable Information

Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. This includes, but is not limited to: social security number, medical service or healthcare data, driver's license or state identification number, account, credit card, or debit card number.

### Physical Air Gap

Backup copies on a storage media that are disconnected from the network and physically stored offsite.

### Privileged Access Management (PAM) Solution

Software that focuses on secure management of privileged access. Privileged credentials are stored in a centralized, secure vault. PAM Solutions also include the ability to monitor and log privileged access and automate provisioning / deprovisioning of privileged accounts (i.e. account check-in and check-out).

### Privileged Accounts

An account with elevated administrative privileges. Examples include domain admin accounts, local admin accounts, cloud admin accounts and service accounts.

### Remote Access

Ability for a user to access a device, corporate web based service or network from any location through a network connection.

### Secure Email Gateway (SEG)

Advanced email security solution used to monitor inbound and outbound emails to protect against spam, phishing, or malicious emails containing viruses and malware. The core functionality of SEG includes URL rewriting, URL and Attachment Sandboxing, impersonation protection for key individuals (CIO/ CFO), and clawback ability to remove an email from an inbox if it is determined to be malicious after it has been delivered.

### Standard Antivirus

Antivirus (AV) technology is most commonly used for personal computers, where it can be a useful tool for scanning systems and identifying malware. It blocks the execution of files, and quarantines or deletes detected malicious files, but it only offers minimal protection.

### U2F(Universal 2nd Factor)-token

Standard for physical security keys that act as a second factor to the passwords of your online accounts. It allow administrators to leverage security tokens created by the FIDO (Fast IDentity Online) Alliance. This is a main implementation method for physical hardware keys.

### Virtual Private Network (VPN)

Encrypted connection over the internet from a device to a network. The encrypted connection ensures that sensitive data is securely transmitted. Most commonly used to provide a secure remote connection to an organization's network.

## FOOTNOTES

<sup>1</sup> Corvus runs a scan on the Applicant's primary corporate website and any affiliated sites in order to create our Dynamic Loss Prevention report. We include the high-level results of the scan in our quote along with a preview of several personalized recommendations for the Applicant. After the Applicant binds a quote, Corvus generates a full report detailing the results of the scan, including all of our personalized recommendations for the Applicant.

<sup>2</sup> A multimedia liability claim includes one alleging defamation, disparagement, invasion of privacy, commercial misappropriation of likeness, plagiarism, piracy, or copyright or trademark infringement.

<sup>3</sup> You will be added to our software platform, the CrowBar, which provides helpful risk management advice, alerts and services.

## NOTICE

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

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

**Notice to California Applicants:** For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

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

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

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

**Notice to Kansas Applicants:** An act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

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

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

**Notice to New Hampshire Applicants:** Any person who, with a purpose to injure, defraud or deceive an insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

**Notice to New York Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

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

# Surplus Lines Filing Form

By completing, you certify that you are a properly licensed surplus lines producer. Additionally, you agree to comply with all applicable laws and regulatory provisions including those relating to the payment of surplus lines taxes, fees, filing requirements, and all other surplus lines producer obligations.

Insured Name

Corvus Policy Number

Filing State

SL Filing Agency

Name

Address

SL Filer / License

Name

License Number (must be for filing state)

Individual Completing This Form

Name

Title

Signature

Date



# Policyholder Disclosure: Notice of Terrorism Insurance Exclusion and Coverage Option

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT FOR SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You have the right to accept or reject any coverage that might be provided under provisions of the Act and under the terms, conditions and exclusions of the policy. If you decide to purchase a policy from us and wish to take advantage of any terrorism coverage that might be provided, you will have to pay an additional premium for terrorism coverage in the amount of:

Limit Each Trigger	Aggregate Limit	Retention Each Trigger	Base Premium*	Additional Premium for Certified Acts of Terrorism Coverage* (1% of Base)
\$1,000,000	\$1,000,000	\$25,000	\$26,872	\$269

\* does not include surplus lines taxes and/or fees

Even if you do decide to take advantage of any terrorism coverage that might be provided under terms of the Act, we will exclude coverage for losses not eligible for federal reinsurance under the Act, which include losses due to domestic acts of terrorism and losses due to acts of terrorism to property located outside the United States. Further, as respects all losses, even losses eligible for federal reinsurance under the Act, the actual coverage available under our policies for acts of terrorism will still be limited by all of the terms, conditions, exclusions and endorsements of the policy and by generally applicable rules of law. This means that even if you decide to pay the additional premium to buy terrorism coverage to the extent provided under the Act, all terms, conditions and exclusions in the policy, will apply, even if they prevent coverage for losses resulting from terrorism.

If you decide not to accept this offer of terrorism coverage to the extent provided by the Act and not otherwise excluded by the policy, you must sign below to waive such coverage and return the original of this document to us.

✓ **Waiver of Coverage**

I/we hereby waive all rights to any coverage for terrorism that may have been available under the Terrorism Risk Insurance Act and authorize Travelers Excess and Surplus Lines Company to fully exclude terrorism coverage under the policy issued or to be issued to me/us.

Proposed Named Insured

Bullitt County Board of Education

Proposed Named Insured Address

1040 Hwy 44E, Shepherdsville, Ky 40165

Applicant's Signature

Date

6-15-2026

Print Name

Jesse Bacon

Title

Superintendent

## Notice to Policyholders

Coverage under this **Policy** is provided on a claims made and reported basis. This Policy applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, or to **Loss** first discovered by the **Insured** and notified in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, and subject to all other terms.

Any obligation or payment owed by the **Company** shall in every case be subject to the Limits of Liability as stated in the Policy Declarations. **Defense Expenses** shall reduce the applicable Limits of Liability, subject to any applicable **Retention**, and may completely exhaust the Maximum Policy Aggregate Limit of Liability. This **Policy** only affords coverage under those Insuring Agreements below that are indicated as purchased in Item 5 of the Policy Declarations.

Please review the coverage afforded under this **Policy** carefully, and discuss it with your insurance agent or broker.

## CORVUS SMART CYBER INSURANCE

In consideration of the payment of premium, reliance upon the **Application**, and subject to all terms of this Policy, the **Company** agrees to indemnify the **Insured** in excess of the **Retention** or after the expiration of the **Waiting Period**, as indicated in Item 5 of the Policy Declarations, for:

### THIRD PARTY INSURING AGREEMENTS

I. Amounts which the **Insured** is legally obligated to pay as a direct result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:

A. **Network Security and Privacy Liability**

**Damages** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Breach** or **Privacy Breach**.

B. **Regulatory Investigations, Fines, and Penalties**

**Regulatory Fines and Penalties** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Breach** or **Privacy Breach**.

C. **Media Liability**

**Damages** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from **Media Activities**.

D. **PCI DSS Assessment Expenses**

**PCI DSS Assessment Expenses** and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Breach** or **Privacy Breach**.

E. **Breach Management Expenses**

**Breach Management and Incident Response Expenses** which the **Insured** has contractually indemnified a **Third Party** for a **Security Breach** or **Privacy Breach** when the **Insured** has a legal obligation to notify affected individuals.

### FIRST PARTY INSURING AGREEMENTS

II. **Loss**, first discovered by the **Control Group** during the **Policy Period** and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:

A. **Business Interruption**

**Business Income Loss** and **Extra Expenses** incurred during the **Interruption Period** directly as a result of the total, or partial, or intermittent interruption or degradation in service of an **Insured's Computer System** caused directly by a **Privacy Breach**, **Security Breach**, **Administrative Error** or **Power Failure**.

B. **Contingent Business Interruption**

**Business Income Loss** and **Extra Expenses** incurred during the **Interruption Period** caused directly as a result of the total, partial, or intermittent interruption or degradation in service of the **Computer System** of an **Outsourced Service**

**Provider** caused directly by a **Privacy Breach**, **Security Breach**, or **Administrative Error** at that **Outsourced Service Provider**.

C. **Digital Asset Destruction, Data Retrieval and System Restoration**

**Digital Asset Loss** and **Related Expenses** incurred as a direct and necessary result of a **Privacy Breach**, **Security Breach** or **Administrative Error**.

D. **System Failure Coverage**

**Business Income Loss**, **Extra Expenses**, and **Digital Asset Loss** incurred during the **Interruption Period** directly as a result of an unintentional or unplanned outage caused by **Administrative Error**, **Unintentional Damage or Destruction**, or **Computer Crime and Computer Attacks**.

E. **Social Engineering and Cyber Crime Coverage**

**Financial Fraud Loss**, **Telecommunications Fraud Loss**, **Phishing Attack Loss**, theft of **Funds Held in Escrow**, or theft of **Personal Funds** incurred directly as a result of **Financial Fraud**, **Telecommunications Fraud**, or **Phishing Attack**.

F. **Reputational Loss Coverage**

**Reputational Loss** incurred during the **Interruption Period** as a direct result of a **Media Event** arising from a **Privacy Breach**, **Security Breach**, **Cyber Extortion Threat**, or **Phishing Attack**.

G. **Cyber Extortion and Ransomware Coverage**

**Extortion Expenses** and **Extortion Payment** incurred directly as a result of a **Cyber Extortion Threat**.

H. **Breach Response and Remediation Expenses**

**Breach Management and Incident Response Expenses** incurred directly as a result of a **Privacy Breach** or **Security Breach**.

I. **Court Attendance Costs**

Expenses incurred to attend court for any tribunal, arbitration, adjudication, mediation or other hearing in connection with any **Claim** for which the **Insured** is entitled to indemnity under this policy.

## DYNAMIC LOSS PREVENTION SERVICES

III. Consultative and support services requested by the **Insured** prior to notifying the **Company** of a potential **Loss** or **Claim**, including:

A. **IT Security Assessments**

The **Insured** shall have access to network security assessments and recommendations provided by the **Company's** data provider throughout the **Policy Period**. The **Insured** may request assessments as frequently as once every fourteen (14) business days.

B. **Pre-Claim Support Services**

If the **Company** is provided with notice of a potential **Loss** or of a **Claim** that is not yet a **Loss** or **Claim** under this policy

and the **Insured** requests the Company's assistance to mitigate against such a **Claim** or Loss, the **Company** may agree to pay for up to \$1,000,000 in Breach Management and Incident Response Expenses. Any such fees must be incurred with the **Company's** prior written consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **Claim** expenses or Loss and will be subject to the Limits of Liability that would be applicable if a covered **Claim** is made and is also subject to the Policy's Aggregate Limit of Liability.

## EXCLUSIONS

IV. The **Company** shall not be liable for any **Claim, Damages, Defense Expenses** or **Loss** based upon, arising out of, or in any way attributable to:

1. **Prior Knowledge or Notification**

Any act, fact, error, omission, event, incident, occurrence, claim or circumstance that could reasonably be expected to give rise to a **Claim** or **Loss** when such act, fact, error, omission, event, incident, occurrence, claim or circumstance was known prior to the Inception Date of this **Policy** by any member of the **Control Group**;

2. **Deliberate Acts**

The **Insured's** willful deliberate, malicious, fraudulent, dishonest, or criminal act or violation of law with the knowledge, connivance or acquiescence of any member of the **Control Group**; however, this exclusion shall not apply to **Defense Expenses** incurred in defending any such **Claim** until such time that there is final adjudication establishing such conduct, at which time the **Insured** shall reimburse the **Company** for all **Defense Expenses** incurred. Facts, or knowledge possessed by the **Control Group** regarding the foregoing conduct shall be imputed to other **Insureds**;

3. **Insured. vs Insured**

Any **Claim** made by or on behalf of an **Insured** against another **Insured**. This exclusion shall not apply to any **Claim** brought by an **Employee** outside of the **Control Group** as a result of a **Privacy Breach** or **Security Breach**;

4. **Bodily Injury**

Physical injury, sickness, disease, or death sustained by any individual and, where resulting from such physical injury only, mental anguish, mental injury, shock or emotional distress;

5. **Property Damage**

Physical Injury to, or impairment, destruction or corruption of, any tangible property, including personal property in the care, custody or control of the **Insured**. **Data** and **Digital Assets** are not tangible property;

6. **Employment Practices**

Any employer-employee relations, policies, practices, acts or omissions, any actual or alleged refusal to employ any persons or any misconduct, including physical or sexual, with respect to **Employees**, including negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible. However, this exclusion does not apply to a **Privacy Breach**;

7. **Breach of Contract**

Any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise. This exclusion does

not apply to:

- a. Any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise and which would have been insured by this Policy;
- b. A breach of the **Insured's** privacy policy; or
- c. An otherwise covered **Claim** under Insuring Agreement I. D. PCI DSS Assessment Expenses;

8. **Description of Price of Goods**

Actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products, or services, including cost guarantees, cost representations, contract price, or cost estimates being exceeded;

9. **Discrimination**

Any actual or alleged discrimination of any kind, including but not limited to age, color, race, gender, religion, creed, national origin, marital status, sexual orientation, sexual preference, disability, financial condition, or pregnancy, including violations of civil rights or discrimination or retaliatory conduct of any kind;

10. **Government Intervention**

Non-discriminatory measures of a government taken in the public interest for the purposes of ensuring public safety, raising revenues, protecting the environment or regulating economic activities;

11. **Patent Infringement**

The actual or alleged:

- a. Infringement of any patent or patent rights or misuse or abuse of a patent; or
- b. The misappropriation, theft, copying, display or publication of any trade secret, unless arising out of a Privacy Breach or Security Breach;

12. **Bankruptcy**

The insolvency, liquidation or bankruptcy of any person or entity, including any **Insured** to the extent permitted by law, or the failure, inability or unwillingness of any person or entity or **Insured** to make payments or perform obligations or conduct business because of insolvency, liquidation, or bankruptcy; However, the **Insured's** insolvency will not relieve the **Company** of any legal obligation under this contract of insurance where this insolvency does not give rise to a claim under this policy;

13. **Loss of Funds**

- a. Loss, decrease in value or theft of securities or currency;
- b. Trading losses, liabilities or changes in trading account value; or
- c. The value of electronic funds, money, securities or wire transfer;

14. **Force Majeure**

Any loss incurred as a result of a natural disaster, including fire, smoke, explosion, lightning, wind, water, flood,

earthquake, volcanic eruption, tidal wave, landslide, hail or any other natural physical event however caused;

**15. Payment Card Industry**

The failure by the **Insured** to comply with or follow the Payment Card Industry Data Security Standards, Merchant Services Agreements or any Payment Card Company rules, or the failure to implement, maintain or comply with any payment card industry security measures or standards. However, this exclusion does not apply to Insuring Agreement I.D. PCI DSS Assessment Expenses;

**16. Pollutants**

Any actual or alleged or threatened presence, discharge, dispersal, release, escape or failure to detect pollutants or solid, liquid, gaseous or thermal irritant or contaminant of any kind, including smoke, vapor, soot, fumes, other air emission, acids, toxic chemicals, alkalis, mold, spores, fungi germs, odor, waste, water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic, or electromagnetic field chemicals, or waste (including waste material to be recycled, reconditioned, or reclaimed), whether or not such presence, discharge, dispersal, release, escape or failure to detect results from the **Insured's** activities or the activities of others of whether such presence happened suddenly, gradually, accidentally or intentionally. This exclusion shall not apply to an otherwise covered claim under Insuring Agreement I. A. Security and Privacy Liability and I. B. Regulatory Investigations, Fines, and Penalties;

**17. Satellite, Electrical or Mechanical Failures**

Satellite failures; electrical or mechanical failures including spike, brownout or blackout; failures of overhead or subterranean transmission and distribution lines; or outage to utility infrastructure, including gas, water, telecommunications, telephone, internet, or cable, unless such infrastructure is under the **Insured's** direct operational control;

**18. Specific Legislation**

- a. The actual or alleged purchase, sale, or offer of, or solicitation of an offer to purchase or sell securities, or violations of any securities law including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes Oxley Act of 2002, including "Blue Sky" laws;
- b. The actual or alleged violation of the Organized Crime Control Act of 1970 (RICO);
- c. The actual or alleged government enforcement of any state or federal law or regulation including law or regulations promulgated by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Commission Exchange; however, this exclusion does not apply to Insuring Agreement II. B. Regulatory Investigations, Fines, and Penalties;
- d. Any breach or alleged breach of any workers' compensation, unemployment compensation, disability benefits or similar laws, including the Federal Employers Liability Act, 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;

- e. Any violation of any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds, or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974 and/or the Pension Protection Act of 2006;
- f. The violation of, or the exposure of the **Insured** or **Company** to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, UK, or USA;
- g. The Telephone Consumer Protection Act of 1991 or CAN-SPAM Act of 2003 or any similar state or federal statute, law, regulation or rule with regard to unsolicited distribution of email, text messages, direct mail, facsimiles, spam, actual or alleged wiretapping, audio or video recording, or telemarketing;

19. **Terrorism**

Any act of terrorism, except for a terrorist event perpetrated by electronic or internet based applications or means;

20. **Unauthorized Trading**

Any and all trading by an **Insured**, including trade that at the time of the trade is:

- a. In excess of permitted financial limits; or
- b. Outside of permitted product lines;

21. **Anti-Trust Laws and Unfair Competition**

Any actual or alleged violation of any anti-trust statute, legislation or regulation including the Sherman Anti-Trust Act, the Clayton Act or any similar provisions of any federal, state or local statutory law or common law; or unfair competition, price fixing, deceptive trade practices;

22. **Use of Illegal or Unlicensed Programs**

Use of illegal or unlicensed programs or software;

23. **War**

Confiscation, nationalization, requisition, strikes, labor strikes or similar labor actions; war, invasion, or warlike operations, civil war, mutiny, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military coup or usurped power;

24. **Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic**

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from:

- a. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste;
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

- d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- e. Any chemical, biological, bio-chemical or electromagnetic weapon;

## DEFINITIONS

### Administrative Error

An error or omission by an **Employee** or member of the **Control Group** in the input, processing or output of the **Insured's Digital Assets** of the **Insured's Computer System** operation or maintenance; With respect to Insuring Agreement II. B. Contingent Business Interruption, **Administrative Error** includes error or omission by an employee of an Outsourced Service Provider in the input, processing or output of the **Insured's Digital Assets** or the **Outsourced Service Provider's Computer System** operation or maintenance.

### Application

All information provided by or on behalf of the **Insured** to the **Company** as part of any request for this **Policy**, including any supplemental information submitted therewith; All of the above are deemed attached to, material and incorporated into this **Policy**;

### Breach Management and Incident Response Expenses

- a. Costs of an external IT security expert to determine the cause, scope and extent of the **Privacy Breach** or **Security Breach** or any immediate actions necessary to mitigate ongoing harm to the **Insured's Computer System**;
- b. Costs and expenses of a legal firm to determine any actions necessary to comply with **Privacy Regulations**;
- c. Notification costs and related expenses to notify:
  - I. Individuals who are required to be notified in compliance with **Privacy Regulations** mandating notifications; or
  - II. Any individual affected by the actual or suspected cyber event or to send email notices or issue substitute notices;
  - III. Costs of setting up a telephone call center in order to support notified individuals and to provide credit file monitoring services and/or identity theft assistance;
- d. **Crisis Management Expenses**;
- e. Costs to provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals for up to 24 months.
- f. Access to **Company's** 24/7 Cyber Incident Response Hotline;
- g. Costs to obtain initial report support and assistance from the **Company**;
- h. Costs to conduct a forensic investigation of the **Insured's Computer System** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- i. Costs to contain and remove any malware discovered on the **Insured's Computer Systems**;
- j. Costs to complete an information security risk assessment;

- k. Costs to conduct an information security gap analysis;

**Business Income Loss**

- a. The net profit before income taxes that the **Insured** is prevented from earning during the **Interruption Period**; and
- b. Normal operating expenses incurred by the **Insured** (including payroll), but solely to the extent that such operating expenses must continue during the **Interruption Period** and would have been incurred had there been no interruption or degradation in service;

**Business Income Loss** does not include any:

- I. Contractual penalties;
- II. Costs or expenses incurred to update, restore, replace or improve a **Computer System** to a level beyond that which existed just before the Interruption of Service;
- III. Expenses incurred to identify or remediate software program errors or vulnerabilities;
- IV. Legal costs or expenses;
- V. Loss arising out of liability to any third party;
- VI. Other consequential loss or damage; or
- VII. Extra Expenses;

'**Business Income Loss**', as used in item a. Shall mean:

- a. For manufacturing operations, the net sales value of production less the cost of all raw stock, materials and supplies used in such production;

**Claim**

The following, when first received in writing or by electronic notice by any **Insured** during the **Policy Period** or, if applicable, an Extended Reporting Period.

- a. A notice of an intention to hold the **Insured** responsible for **Damages**, including the service of legal proceedings, the institution of arbitration or mediation, or a written request to toll or waive a statute of limitations against any of the **Insureds**;
- b. A request for information, civil investigative demand, formal civic administrative proceeding or formal regulatory action only to the extent covered by Insuring Agreement I. B. Regulatory Investigations, Fines, and Penalties;
- c. A demand for **PCI DSS Assessment Expenses** only to the extent covered by Insuring Agreement I. D. PCI DSS Assessment Expenses.

First receipt by any **Insured** is deemed to be first receipt by all **Insureds**.

**Company**

The Insurer listed under Item 3 of the Policy Declarations.

**Computer Crime and Computer Attacks**

An unintentional or negligent act, error or omission by an **Insured**, or an **Outsourced Service Provider** in the operation of an **Insured's Computer System** or in the handling of **Digital Assets**, which fails to prevent or hinder attacks on an **Insured's Computer System**, including, but not limited to **Denial of Service** attacks, unauthorized access, infection of malicious computer code, unauthorized use or an act of cyber terrorism.

**Computer System**

A system of interconnected hardware and peripherals, and associated software, including Internet of Things (IoT) devices, systems and application software, terminal devices, related communication networks, mobile devices, storage and back-up devices, operated by the **Insured** or an **Outsourced Service Provider**; With respect to Insuring Agreement II. A. Business Interruption, a **Computer System** will not include devices, systems, software, or networks operated by an **Outsourced Service Provider**;

**Control Group**

Any of the Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Chief Information Security Officer, Chief Legal Officer/General Counsel, Risk Manager or the functional equivalent of any of those positions;

**Crisis Management Expenses**

Expense reasonably incurred by the **Insured** and approved in writing in advance by the **Company** for the employment of a public relations consultant if the **Insured** reasonably considers that action is needed in order to avert or mitigate a **Business Income Loss** or **Media Event**;

**Cyber Extortion Threat**

A credible threat or series of credible threats, that includes a demand for **Extortion Payment**, to:

- a. Release, disseminate, destroy or corrupt the **Insured's Digital Assets**;
- b. Introduce **Malicious Code** into the **Insured's Computer System**;
- c. Corrupt, damage or destroy the **Insured's Computer System**;
- d. Electronically communicate with the **Insured's** customers and falsely claim to be the **Insured** or to be acting under the **Insured's** direction in order to falsely obtain personal confidential information of the **Named Insured's** customers (also known as "pharming," "phishing," or other types of false communications); or
- e. Restrict or hinder access to the **Insured's Computer System**, including the threat of a criminal or malicious **Denial of Service**;

**Damages**

The amount an **Insured** is legally obligated to pay in respect of: a **Claim**, including a monetary judgement, award or settlement, interest and a claimant's legal costs; punitive and exemplary damages, to the extent such damages are insurable

under the law pursuant to which this **Policy** is construed; **Regulatory Fines and Penalties** only to the extent covered by Insuring Agreement I. B. Regulatory Investigations, Fines, and Penalties; and PCI DSS Assessment Expenses only to the extent covered by Insuring Agreement I. D.; **Damages** shall not include:

- a. Future profits or royalties, restitution, or disgorgement of the **Insured's** profits;
- b. The cost of complying with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- c. Loss of the **Insured's** fees or profits, return or offset of the **Insured's** fees or charges (invoiced or not), or the **Insured's** commissions or royalties provided or contracted to be provided;
- d. Fines, taxes or loss of tax benefits, sanctions unless covered under Insuring Agreement I.B. Regulatory Investigations, Fines, and Penalties and unless covered under Insuring Agreement I.D. Payment Card Industry Fines, Assessments and Expenses;
- e. 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, unless covered under Coverage I.D. Payment Card Industry Fines, Assessments and Expenses;
- f. Any amount which the **Insured** is not legally obligated to pay; and
- g. Amounts which are uninsurable under the law pursuant to which this **Policy** is construed;

#### **Data**

Information represented, transmitted or stored electronically, or digitally including code, or a series of instructions, operation systems program, software and firmware;

#### **Defense Expenses**

Reasonable and necessary: fees charged by an attorney to defend a **Claim**, and costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** incurred with the **Company's** prior written consent, or such fees and costs incurred by an attorney from the Pre-Approved Vendors specified on the Policy Declarations;

#### **Denial of Service**

Unauthorized interference or malicious attack that restricts or prevents access to the **Insured's Computer System** for entities authorized to gain access;

#### **Digital Asset Loss**

Expenses incurred to restore, recreate, or replace **Digital Assets** or **Computer Systems** directly impacted by a **Privacy Breach** or **Security Breach**. If it is determined that **Digital Assets** or a **Computer System** cannot be restored, recreated, or replaced, the **Company** will only reimburse the **Insured's** losses or expenses incurred up to the date of such determination;

#### **Digital Assets**

The **Insured's** digital files including **Data**, computer programs, electronic documents and audio content stored by the **Insured's Computer System**;

**E-Media**

Hard drives, CD ROMs, magnetic tapes, magnetic discs or any other media on which electronic **Data** is stored;

**Employee**

Any individual whose labor or service is engaged by and directed by the **Insured**, including volunteers and part-time, seasonal, temporary or leased workers, and independent contractors;

**Extra Expenses**

Reasonable and necessary extra costs incurred by the **Insured** to temporarily continue as nearly normal as practicable in the conduct of the **Insured's** business during the **Interruption Period**, less any value remaining at the end of the **Interruption Period** for property or services obtained in connection with such costs; "Normal" shall mean the condition that would have existed had no **Privacy Breach**, **Security Breach**, **Administrative Error** or **Power Failure** occurred;

**Extortion Expenses**

Reasonable and necessary expenses incurred to avoid a **Privacy Breach**, **Security Breach** or the disruption failure of the **Insured's Computer System**, resulting directly from a **Cyber Extortion Threat**;

**Extortion Payment**

The payment of a ransom demand to avoid a **Privacy Breach**, **Security Breach** or the disruption or failure of the **Insured's Computer System**, resulting directly from a **Cyber Extortion Threat**. The **Insured** must report any payments to legal or federal law enforcement authorities.

**Financial Fraud**

- a. An intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit the **Insured's** account and to transfer, pay or deliver money or securities from the **Insured's** account, which instruction purports to have been transmitted by the **Insured**, an **Executive**, or an **Employee**, but was in fact fraudulently transmitted by a **Third Party** without the **Insured's** knowledge or consent; or
- b. An intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution by an **Executive** or **Employee** as a result of that **Executive** or **Employee** receiving intentional, misleading or deceptive telephonic or electronic communications from a **Third Party** falsely purporting to be the **Insured** or the **Insured's** client, vendor, **Executive** or **Employee**, and which directs the financial institution to debit the **Insured's** account and to transfer, pay or deliver money or securities from the **Insured's** account; or
- c. The theft of money or securities from the **Insured's** bank account or corporate credit cards by electronic means;

**Financial Fraud Loss**

**Insured's** loss of money, securities, or **Specified Property** which is directly caused by **Financial Fraud**;

**Financial Fraud Loss** does not include any amounts reimbursed to the **Insured** by any financial institution;

**Funds Held In Escrow**

Money or securities belonging to a **Third Party**;

**Insured**

- a. The entity specified in Item 1 of the Policy Declarations;
- b. Any **Subsidiary** but only during the time period such qualifies as a **Subsidiary**;
- c. Any past, present or future officer, director, trustee, court-appointed receiver, or **Employee** of any of (a) and (b) above, but only while acting solely within the scope of their duties as such;
- d. Any general or managing partner, principal, stockholder, or owner of any of (a) and (b) above, but only while acting solely within the scope of their duties as such;
- e. Any legal entity required by contract to be named as an **Insured** under this **Policy** if agreed in advance and in writing by the **Company**, but only for the acts of any above parties (a) through (d), as detailed under the Insuring Agreements purchased;
- f. Any agent or independent contractor, including distributors, licensees, and sublicensees, but only while acting on behalf of, at the direction of, or under the control of any party of (a) through (e) above; however, not including any **Outsourced Service Provider**;

**Interruption Period**

Under Insuring Agreement II. A. Business Interruption, Insuring Agreement II. B. Contingent Business Interruption, and Insuring Agreement II. D. System Failure, the period of time that commences when the partial or complete interruption, degradation or failure of the **Computer System** begins, and ends on the earlier of:

- a. The date of full system restoration of the **Computer System** plus up to 30 days thereafter if necessary to allow for restoration of the **Insured's** business; or
- b. The maximum Period of Indemnity as stated in Item 5 of the Policy Declarations;

Under Insuring Agreement II. D. Reputational Loss, the period of time that commences on the date of the earliest **Media Event** and ends after the maximum indemnity period as stated in Item 5 of the Policy Declarations;

**Loss**

**Breach Management and Incident Response Expenses, Crisis Management Expenses, Digital Asset Loss, Extortion Expenses, Extra Expenses, Extortion Payment, Business Income Loss, Financial Fraud Loss, Phishing Attack Loss, Related Expenses, Telecommunications Fraud Loss, and theft of Funds Held In Escrow;**

**Malicious Code**

Software intentionally designed to damage **Digital Assets** or a **Computer System** by a variety of forms including, but not limited to, virus, worms, Trojan horses, spyware, dishonest adware, ransomware and crimeware;

**Media Activities**

The release or display of any **Media Material** that is under the direct sole control of the **Insured** and directly results in any of the following:

- a. Defamation, libel, slander, product disparagement or trade libel;
- b. Infringement, interference, or invasion of an individual's right or privacy or publicity, including false light, intrusion upon seclusion, commercial misappropriation of likeness, and public disclosure of private facts;
- c. Plagiarism, piracy, or misappropriation of ideas under an implied contract;
- d. Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service names; or
- e. Domain name infringement or improper deep-linking or framing;

**Media Event**

A report in the media of a **Privacy Breach** or **Security Breach** including via newspapers, radio, television, internet, blogging, and social media that has an adverse impact on the **Insured's** business or reputation;

**Media Material**

Communicative material of any kind or nature for which the **Insured** is responsible, including, but not limited to, words, pictures, sounds, images, graphics, code and **Data**, regardless of the method or medium of communication of such material or the purpose for which the communication is intended. **Media Material** does not include any tangible goods or products that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by the **Insured** or others trading under the **Insured's** name;

**Named Insured**

The entity listed in Item 1 of the Policy Declarations;

**Outsourced Service Provider**

An independent service provider that provides information technology services or business processing outsourcing services, including, but not limited to hosting, security management, colocation, call center services, fulfillment services, logistical support, and data storage, for the benefit of the **Insured** under a written contract with the **Insured**;

**Personal Funds**

Money, securities, or financial assets from a personal bank account belonging to the **Control Group**;

**PCI-DSS Assessment Expenses**

Payment Card Industry forensic investigation costs, fines or penalties, assessments, including fraud loss recoveries and card replacement costs, and administrative costs that the **Insured** is legally obligated to pay under the terms of a Merchant Services Agreement as a result of the **Insured's** actual or alleged non-compliance with Payment Card Industry Data Security Standards. **PCI DSS Assessment Expenses** does not include any ongoing obligation or audit following the imposition of an assessment, fine or penalty;

**Phishing Attack**

The use of fraudulent electronic communications or malicious websites to impersonate the **Insured**, the **Insured's** brand, or any of the **Insured's** products or services, in order to solicit **Protected Personal Information**;

**Phishing Attack Loss**

- a. Expenses the **Insured** incurs, with the **Company's** prior written consent, to create and issue a specific press release or to establish a specific website to advise the **Insured's** customers and prospective customers of a **Phishing Attack**; and
- b. The cost of reimbursing the **Insured's** existing customers for their losses arising directly from a **Phishing Attack**;
- c. The cost of reimbursing the **Insured's** existing customers for their financial loss arising directly from the fraudulent communications;
- d. **Insured's** direct loss of profits for 120 days following the **Insured's** discovery of the fraudulent communications as a direct result of the fraudulent communications;
- e. External costs associated with the removal of websites designed to impersonate the **Insured**;

### Policy or Insurance

This contract of insurance including the **Application**, any Declarations, and any endorsements or variations, all material to and forming part hereof;

### Policy Period

The period of time between the Inception Date and Time and the Expiration Date and Time specified in Item 2 of the Policy Declarations unless terminated earlier, and specifically excluding any Extended Reporting Period;

### Power Failure

Failure in electrical power supply caused by a **Security Breach**, but only where such power is under the direct operational control of the **Insured** or the equipment necessary to supply the power is under the direct operational control of the **Insured**;

### Privacy Breach

- a. A breach of confidentiality, or infringement or violation of any right to privacy, or a breach of the **Named Insured's** privacy policy or of **Privacy Regulations**; or
- b. An accidental release, unauthorized disclosure, loss, theft or misappropriation of **Protected Personal Information** or confidential corporate information in the care, custody or control of an **Insured** Entity or **Outsourced Service Provider**;

### Privacy Regulations

Statutes, laws and regulations associated with the confidentiality, access, controls and use of personally identifiable, non-public information, including:

- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191);
- b. Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999;
- c. State and federal statutes and regulations regarding the security and privacy of consumer information;
- d. Governmental privacy protection regulations, statutes, or laws associated with the control and use of personal information;
- e. Privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act;

- f. Children's Online Privacy Protection Act;
- g. The EU Data Protection Act or other similar privacy laws worldwide;

### Protected Personal Information

With respect to natural persons, any private, non-public information of any kind in an **Insured's** care, custody, or control, regardless of the nature or form of such information, including but not limited to the following, but only if such information allows an individual to be uniquely identified:

- a. Social security number;
- b. Medical service or healthcare data;
- c. Driver's license or state identification number;
- d. Equivalents of any of the information listed in a.-c. above;
- e. Account, credit card, or debit card number, alone or in combination with any information that permits access to an individual's financial information, including, but not limit to, security or access code or password; and
- f. Other-non-public information to the extent prescribed under **Privacy Regulations**;

However, **Protected Personal Information** does not mean publicly available information that is lawfully in the public domain or information available to the general public from government records;

### Regulatory Fines and Penalties

Civil fines, monetary penalties payable or a monetary amount which the **Insured** is legally obligated to deposit in a fund as equitable relief as imposed by a governmental agency or regulatory authority as a result of a breach of the **Privacy Regulations**;

### Related Expenses

Reasonable and necessary costs and expenses the **Insured** incurs to:

- a. Prevent, preserve, minimize, or mitigate any further damage to **Digital Assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts;
- b. Preserve critical evidence of any criminal or malicious wrongdoing;
- c. Purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **Loss**; or
- d. Notify affected individuals of a total or partial interruption, degradation in service, or failure of an **Insured's Computer System** resulting from a **Loss**;

### Reputational Loss

Provable and determinable **Business Income Loss** during the **Interruption Period**;

Reputational Loss shall not mean, and no coverage shall be available for, any of the following:

- a. Loss arising out of any liability to a **Third Party**;
- b. Legal costs or legal expenses of any type;
- c. Loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss;
- d. Loss, liability, or expense incurred in connection with a **Media Event** that also affects or refers in similar terms to a general security issue, an industry, or the **Insured's** specific competitors without any specific allegations regarding a **Security Breach, Privacy Breach, Extortion Threat, or Phishing Attack** committed by an **Insured**, or by others acting on your behalf, for whom you are legally responsible, including **Outsourced Service Providers**;
- e. Costs or expenses the **Insured** incurs to identify, investigate, respond to or remediate a **Privacy Breach, Security Breach, Extortion Threat or Phishing Attack**;

### Retention

The figures specified in Item 5 of the Policy Declarations that is payable by the **Insured** in respect of every **Claim** and **Loss**;

### Security Breach

- a. The use of the **Computer System** by an unauthorized person or persons, or by an authorized person in an unauthorized manner, including social engineering techniques;
- b. A **Denial of Service** attack or DDoS attack;
- c. Transmission of **Malicious Code**;
- d. The failure to prevent or hinder participation in a **Denial of Service** attack from a **Computer System**;

A series of continuing **Security Breaches**, or related or repeated **Security Breaches** arising from the same sequence of events, shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**;

### Specified Property

Any tangible property, other than money or securities, which has intrinsic value;

### Subsidiary

Any corporation, limited liability company, or partnership while more than 50% of the outstanding voting securities or shares that represent the present right to vote for the election or appointment or designation of such entity's directors, managers or equivalent are directly owned or controlled by the **Insured**; or any joint venture while the **Named Insured** has managerial control, or while it has the right to elect or designate or otherwise appoint or directly control the appointment of more than 50% of such entity's directors, trustees, managers or equivalent;

### Telecommunications Fraud

The intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of an **Insured Telecommunications System**;

### Telecommunications Fraud Loss

Charges the **Insured** incurs for unauthorized calls directly resulting from **Telecommunications Fraud**;

### Telecommunications Systems

Any telephone network or system that the **Insured** owns, rents, licenses, or borrows.

### Third Party

Any person who is not an **Employee** or any legal entity that is not the **Insured**.

### Unintentional Damage or Destruction

- a. Accidental physical damage to, or destruction of, **E-Media** so that stored **Digital Assets** are no longer machine-readable; Accidental damage to, or destruction of, computer hardware so that stored **Data** is no longer machine-readable;
- b. Failure in power supply or under/over voltage, but only if such power supply, including back-up generators, is under the **Insured's** direct operational control;
- c. Electrostatic build-up and static electricity.

### Waiting Period

Under Insuring Agreement II. A. Business Interruption and Insuring Agreement II. B. Contingent Business Interruption, the period of time that commences when the partial or complete interruption, degradation or failure of the **Computer System** begins, and expires after the number of hours specified in Item 5 of the Policy Declarations. Under Insuring Agreement II. F. Reputational Loss, the period of time that commences when the **Media Event** occurs and expires after the number of hours specified in Item 5 of the Policy Declarations. **Business Income Loss** incurred during the **Waiting Period** is uninsured.

## CLAIMS CONDITIONS

### 1. Subrogation

If any payment is made under this **Policy**, the **Insured** shall maintain all rights of recovery against any **Third Party**. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, and shall do nothing to prejudice such rights. Any recoveries shall be applied first in payment of the **Company's** subrogation expenses, secondly to **Loss, Damages, Defense Expenses**, or any other amounts paid by the **Company**, thirdly to any uninsured amount, and lastly to the **Retention**. Any additional amounts recovered shall be paid to the **Insured**.

### 2. Notice of Claim, Loss or Circumstance

- a. If, during the **Policy Period**, the **Control Group** becomes aware of a **Claim** or **Loss**, the **Insured** must forward details to the **Company** as soon as practicable during the **Policy Period** or the Extended Reporting Period, if applicable. Notice must be provided through the contacts listed in Item 4 of the Policy Declarations. The **Insured** must report a **Claim** or **Loss** regardless of whether the **Claim** or **Loss** arises out of any previously reported incident, circumstances, acts, errors or omissions, or related **Claim** or **Loss**.
- b. If during the **Policy Period**, the **Control Group** becomes aware of any incidents, circumstances, acts, errors or

omissions that could reasonably result in a **Claim** or **Loss**, the **Insured** must forward details to the **Company** as soon as practicable during the **Policy Period**. Notice must be provided through the contacts listed in Item 4 of the Policy Declarations. Any **Claim** or **Loss** arising out of such reported incidents, circumstances, acts, errors or omissions will be deemed to have been made or incurred when the **Company** first received notice complying with this paragraph.

- c. Any **Loss**, **Claim** or incidents, circumstances, acts, errors or omissions that could reasonably result in **Loss** or a **Claim** shall be considered properly reported to the **Company** when notice is provided through the contacts listed in Item 4 of the Policy Declarations.

### 3. Dispute Resolution

- a. No legal action shall be instituted by any **Insured** against the **Company** in any court in respect of any alleged **Defense Expenses** or indemnity payable by the **Company** in respect of any **Claim** unless, as a condition precedent thereto, there has been full compliance with all the terms of the **Policy** and the amount of the **Insured's** obligation to pay the relevant **Third Party Claim** shall have been finally determined by judgement or award against the **Insured** after actual trial or arbitration, or by written agreement of the **Insured**, the claimant and the **Company**.
- b. Any person or organization of the legal representative thereof who has secured such judgement, award, or written agreement shall thereafter be entitled to make a **Claim** under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of their obligations hereunder.
- c. Mediation. If any dispute arises between any **Insured** and the **Company** involving **Loss** or a **Claim** under this **Policy**, such dispute shall be referred by the parties to a qualified mediator to negotiate a resolution of the dispute in good faith, prior to the initiation of any arbitration or other judicial proceedings. The party electing to mediation shall provide written notice to other party of its request to mediate with a brief statement regarding the issue to be mediated. The **Named Insured** is authorized and directed to accept such Notice of Mediation on behalf of any **Insured**.
- d. In the event that non-binding Mediation does not resolve or settle the dispute between any **Insured** and the **Company**, after 30 days from the date of the Mediation, either party may:
  - 1. commence a judicial proceeding; or
  - 2. seek agreement to submit the matter to final and binding arbitration before either a single mutually agreed arbitrator or a three arbitrator panel whereby the **Insured** selects one arbitrator, the **Company** select one arbitrator and the two selected arbitrators agree upon the selection of the third arbitrator.

#### Defense, Settlement and Investigation of Claims

- a. The **Company** shall have the right and duty to defend any **Claim** against the **Insured**, even if any of the

allegations of the **Claim** are groundless, false, or fraudulent, subject to the Limit of Liability, Exclusions and other terms and conditions of this **Policy**.

- b. Unless defense counsel or breach counsel is chosen from the list of PreApproved vendors specified on the Policy Declarations, defense counsel or breach counsel shall be appointed with the **Company's** prior written consent. Such consent shall not be unreasonably withheld. However, in the absence of agreement the **Company's** decision shall be final.
- c. The **Company** shall have the right to make any investigation they deem necessary including with respect to the **Application** or to coverage.
- d. If the **Insured** refuses to consent to a settlement that the **Company** recommends, and that the claimant will accept, the **Insured** must then defend, investigate or settle the **Claim** at the **Insured's** own expense. As a consequence of the refusal to settle as per **Company's** recommendation, **Company's** liability for any **Claim** shall not be more than the amount of the initial recommended settlement plus up to 70% of any additional costs incurred by the **Insured** above this amount in order to settle this matter, subject always to the limit of the Policy.
- e. No **Insured** may incur any **Defense Expenses, PCI DSS Assessment Expenses**, or admit liability for, or settle, any **Claim**, without the **Company's** written consent, which shall not be unreasonably withheld. Provided that, if a proposal settlement amount, when combined with any **Defense Expenses** or **PCI DSS Assessment Expenses** incurred, does not exceed 50% of the applicable **Retention** set forth in the Policy Declarations, the **Insured** may settle a **Claim**, or accept an offer of settlement, without the prior written consent of the **Company**. Such settlement must fully resolve the **Claim** with respect to the **Insured** and the **Company**.

## GENERAL CONDITIONS

The **Company** has no duty to provide coverage under this Policy unless there has been full compliance with all the conditions contained in this Policy. Any clause designated as a condition precedent shall require the entity to which it applies to comply specifically and completely with it and any breach or failure to do so shall entitle the **Company** to reject all or part of the **Claim, Damages, Defense Expenses** or **Loss** or any related **Claim** or **Loss** whether or not such breach or failure causes loss, prejudice or damage.

### 1. Policy Limits

The Aggregate Limit specified in Item 5 of the Policy Declarations shall be the maximum liability of the **Company** under this **Policy**. The limits for each Insuring Agreement specified in Item 5 of the Policy Declarations form part of, and are not in addition to, such Aggregate Limit.

After the **Policy** Limit of Liability has been exhausted, the **Company** has no obligations to pay any **Damages, Defense Expenses, Loss** or any other amounts under the **Policy**, and shall have the right to withdraw from the defense.

### 2. Retention and Waiting Period

The **Retention** amount specified in Item 5 of the Policy Declarations for each Insuring Agreement apply separately to each and every **Loss** and **Claim** and shall be satisfied in full by the **Insured's** monetary payments of **Loss, Damages,**

or **Defense Expenses**.

The **Company** shall only be liable for amounts in excess of the **Retention**, subject to the Limit of Liability.

For Insuring Agreements subject to a **Waiting Period**, the **Company** will only become liable for any **Loss** upon expiration of the applicable **Waiting Period**. Any Loss incurred during the **Waiting Period** is uninsured.

In the event of a **Claim** or **Loss** attaches to more than one Insuring Agreement, only the highest **Retention** or the longer **Waiting Period** will apply to that **Claim** or **Loss**.

The **Insured's** payment of the applicable **Retention** is a condition precedent to the payment by the **Company** of any amounts covered under the **Policy**. The **Insured** shall make direct payments within the **Retention** to the appropriate parties as designated by the **Company**.

### 3. **Related Claims and Loss**

All **Claims** and **Loss** arising out of the same related or continuing acts, facts, circumstances or events shall be considered a single **Claim** or **Loss**, without regard to the number of **Insureds**, **Claims** or claimants. All such **Claims** or **Loss** shall be deemed to have been made at the time of the first such **Claim** or **Loss**.

### 4. **Cancellation**

If this **Policy** is cancelled by the **Named Insured**, the **Company** will refund the unearned premium computed at the **Company's** short rate then in force. No premium will be refunded where any **Claim** or circumstance has been notified under this **Policy**, whether or not it has been accepted for coverage.

### 5. **Other Insurance**

This **Policy** is excess to any other valid and collectible insurance (or other indemnity) available to the **Insured**.

### 6. **Inspection and Audit**

The **Company** shall be permitted, but not obligated, to inspect any of the **Insured's** property, operations, or records and take copies of same at any time at the **Insured's** cost.

### 7. **Mergers and Acquisitions**

If any **Named Insured** completes the legal acquisition of another entity during the **Policy Period**, then that acquired entity will automatically be included as an **Insured** but only with respect to **Claims** or **Loss** sustained or occurring after the date of the acquisition and otherwise qualifying for coverage under this **Policy**, unless:

- a. That acquired entity has an annual revenue of more than 20% of the **Named Insured's** annual revenue (evaluated according to the last set of audited accounts formally filed by that entity against the information provided by the **Named Insured** when applying for this **Policy**); or
- b. Unless that acquired entity stores a total number of unique, personally identifiable records that are in excess of 20% of the total unique, personally identifiable records that the **Named Insured** stores (as at the date of completion of such acquisition).

If the above cover is not automatically provided to the newly acquired entity, to obtain cover the **Named Insured**

must notify and obtain the written consent of the **Company** prior to the acquisition, and agree to pay any additional premium required.

#### 8. **Assignment**

The interest hereunder is not assignable by any qualifying **Insured**.

#### 9. **Innocent Insured**

- a. Whenever coverage under this **Policy** would be excluded, suspended, or lost owing to non-compliance with **Claims** Conditions 2. Notice of claim or circumstance, with respect to which any other **Named Insured** shall be in default solely as a result of such non-compliance, then such insurance as would otherwise be afforded under this **Policy** shall cover and be payable to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that **Insured** entitled to the benefit of this provision shall comply with **Claims** Conditions 2. Notice of **Claim** or Circumstance promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

Any insurance afforded by this provision shall not cover a **Claim** if a member of the **Control Group** knew or should reasonably have known of a **Claim** or circumstance that could reasonably form the basis of a **Claim** or **Loss** and failed to give notice as required by **Claims** Conditions 2.

Notwithstanding the above, the reporting of any such **Claim** or **Loss** must be made during the **Policy Period** or Extended Reporting Period, if applicable.

- b. Whenever coverage this **Policy** would be excluded, suspended, or lost because of the Insured Misconduct Exclusion, then such insurance as would otherwise be afforded under this **Policy** shall converge and be payable with respect to those **Insureds** who did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge thereof, provided that the **Insured** entitled to the benefit of this provision shall comply with **Claims** Conditions 2. Notice of **Claim** or Circumstance promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

#### 10. **Extended Reporting Period**

- a. Automatic Extended Reporting Period

The **Named Insured** shall have a period of sixty (60) days following the end of the **Policy Period** in which to give written or electronic notice to the **Company** of any **Claim** or **Loss**, but only in respect of any:

- I. **Claim** first made during the **Policy Period** or Automatic Extended Reporting Period when such **Claim** is based upon a **Security Breach, Privacy Breach** or **Media Activity** prior to the end of the **Policy Period** or
- II. Loss based upon a **Security Breach, Privacy Breach, Administrative Error, Power Failure, Unintentional Damage or Destruction, Computer Crime and Computer Attacks, Financial Fraud, Telecommunications Fraud, Phishing Attack** or **Cyber Extortion Threat** during the **Policy Period** when first discovered by the **Control Group** during the **Policy Period** or Automatic Extended Reporting Period and which is otherwise covered by this **Policy**.

b. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this **Policy**, the **Named Insured** shall have the right to purchase an Optional Extended Reporting Period for additional premium, as stated in Item 7 of the Policy Declarations. Once purchased, the premium for the Extended Reporting Period will be deemed fully earned. The **Company** must receive the **Named Insured's** request for the Optional Extended Reporting Period by written or electronic notice within thirty (30) days of such cancellation or non-renewal that it requires, and the **Company** shall provide, an Optional Extended Reporting Period commencing at the end of the **Policy Period** in which to give written or electronic notice to the **Company** of any:

- I. **Claim** first made during the **Policy Period** or Optional Extended Reporting Period when such **Claim** is based upon a **Security Breach, Privacy Breach** or **Media Activity** prior to the end of the **Policy Period**, or
- II. Loss based upon a **Security Breach, Privacy Breach, Administrative Error, Power Failure, Unintentional Damage or Destruction, Computer Crime and Computer Attacks, Financial Fraud, Telecommunications Fraud, Phishing Attack** or **Cyber Extortion Threat** during the **Policy Period** when first discovered by the **Control Group** during the **Policy Period** or Optional Extended Reporting Period and which is otherwise covered by this **Policy**. The payment of the additional premium for the Optional Extended Reporting Period must be paid to the **Company** within thirty (30) days of the non-renewal or cancellation.

c. The Limit of Liability for any Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the **Policy Period**.

d. The right to any Extended Reporting Period shall not be available to the **Insured** where cancellation or non-renewal by the **Company** arises through non-payment of premium or the **Insured's** failure at any time to pay amounts within the applicable **Retention**.

11. **Change of Control**

In the event of the **Named Insured's** acquisition by or merger into another entity, or the **Named Insured's** liquidation or dissolution, the **Named Insured** may notify the **Company** within sixty (60) days of the actual change of control of the **Named Insured's** election for an Extended Reporting Period of twelve (12) months from the date of such change of control. Such Extended Reporting Period shall cover **Claims** reported or **Loss** notified to the **Company** during this change of control Extended Reporting Period, but only in respect of any **Claim** made during the **Policy Period** or **Loss** incurred during the Policy Period which is otherwise covered by this **Policy**.

12. **Assistance and Cooperation**

- a. The **Insured** shall cooperate with the **Company** in all investigations relating to this **Policy**. The **Insured** shall execute or cause to be executed all documents and papers and render all assistance as requested by the **Company**, including providing copies of a **Third Party's** system security and event logs.
- b. Upon the **Company's** request, the **Insured** shall assist in making settlements, in the conduct of all third party dispute resolution procedures and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** 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 at the **Insured's** own cost.

- c. It is a condition precedent to the **Company's** liability that the **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any **Claim** without the **Company's** prior written consent. However, the prompt public admission of a **Privacy Breach** potentially impacting non-public personally identifiable information as required by governmental privacy legislation or credit card association operating requirements will not be considered as an admission of liability requiring the **Company's** prior consent.
- d. The **Company** shall have the right to make any investigation they deem necessary with respect to coverage including the **Application**.
- e. The **Insured** shall submit for examination under oath by the **Company's** representative, if requested, in connection with all matters relating to this **Policy**.

### 13. **Warranty by the Named Insured**

By acceptance of this **Policy**, all **Insureds** agree that the statements in the **Application** are their agreements and representations, which shall be deemed material to the risk, and that this **Policy** is issued in reliance upon the truth thereof. The misrepresentation or non-disclosure in the **Application** of any material matter by the **Insured** or its agent will render the **Policy** null and void and relieve the **Company** from all liability under the **Policy**.

### 14. **Forfeiture**

Any:

- a. Action or failure to act by the **Insured** with the intent to defraud the **Company**; or
- b. Material misrepresentation or non-disclosure of any material fact or claims by the **Insured** in the **Application** or in any supplemental materials submitted to the **Company**:

Shall render this **Policy** null and void, and all coverage hereunder shall be forfeited.

### 15. **Construction and Interpretation**

- a. Any reference to legislation, statute, regulation or law includes any similar or related law, statute, ordinance, or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by a federal, state, local or other agencies or similar bodies thereof. Any reference to a regulatory or investigative or other state or local governmental body includes any similar, subsidiary or related agency or body.
- b. All or part of any provision of this **Policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.

### 16. **Coverage Territory**

Coverage under this **Policy** applies anywhere in the world.

SPECIMEN

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Smart Cyber Insurance Endorsement

### Add Coverage for SEC Reporting Costs Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the **Policy** to which this endorsement attaches is amended as follows:

1. EXCLUSIONS, 18. Specific Legislation, c., is deleted and replaced with the following:
  - c. The actual or alleged government enforcement of any state or federal law or regulation including laws or regulations promulgated by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission; however, this exclusion does not apply to Insuring Agreement II. B. Regulatory Investigations, Fines, and Penalties, and **SEC Reporting Costs**.
2. DEFINITIONS, **Breach Management and Incident Response Expenses**, is amended to include **SEC Reporting Costs**.
3. DEFINITIONS, **SEC Reporting Costs** is added and means:

Reasonable costs incurred by the **Insured** and approved in writing in advance by the **Company** for a qualified service provider to:

  - a. determine whether a **Security Breach** or **Privacy Breach** is required to be reported to the Securities and Exchange Commission (SEC) as a material cybersecurity incident; and
  - b. if the Security Breach or Privacy Breach is determined to be a material cybersecurity incident, to prepare and file a form 6-K or 8-K if required, and in compliance with the SEC Cybersecurity Risk Management, Strategy, Governance, and Incident Disclosure rule (SEC Release No. 33-11216, 88 Fed. Reg. 51896 (adopted July 26, 2023)), as subject to amendment by the SEC
5. DEFINITIONS, **Loss**, is amended to include **SEC Reporting Costs**.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-336-002**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Bodily Injury Claims Endorsement

It is understood and agreed that the Policy is hereby amended as follows:

1. Item 5 of the Policy Declarations is amended to include the following:

**Bodily Injury Claim:** Limit of Liability \$250,000 Each Claim/\$250,000 Aggregate Retention: \$25,000

2. Third Party Insuring Agreements, Section I. is amended to include the following insuring agreement:

### **Bodily Injury Claims**

Subject to the **Retention** and limit applicable to **Bodily Injury Claims**, the **Company** will pay on behalf of an **Insured** the sums that such **Insured** becomes legally obligated to pay as **Damages**, and related **Defense Expenses**, resulting from a **Bodily Injury Claim**, but only if: 1) the **Bodily Injury Claim** is first made against the **Insured** during the **Policy Period** (or during the extended reporting period, if applicable) and 2) the **Bodily Injury Claim** is reported to the **Company** in writing as soon as practicable, but no later than sixty (60) days after expiration of the **Policy Period** (or during the extended reporting period, if applicable). The **Company** has the right and duty to defend an **Insured** against any **Bodily Injury Claim**, even if the allegations of the **Bodily Injury Claim** are groundless, false or fraudulent. The **Company** has the right to appoint an attorney to defend any **Bodily Injury Claim**.

Coverage under this **Bodily Injury Claim** Insuring Agreement shall be excess insurance over all other valid and collectible insurance available to an **Insured** for **Bodily Injury Claims**, including any deductible portion thereof.

3. It is agreed that paragraph a. of Defense, Settlement and Investigation of Claims applies to the **Bodily Injury Claims** insuring agreement.
4. General Conditions Section 1. Policy Limits is amended to include the following provisions:

**Bodily injury claims** will be subject to the **Bodily Injury Claim** Limit. The **Bodily Injury Claim** Limit will be the exclusive limit applicable to **Bodily Injury Claims**. The **Bodily Injury Claim** Limit is part of, and will reduce, the Maximum Policy Aggregate Limit of Liability set forth in Item 5 C. of the Policy Declarations. The **Company** will have no obligation to pay or defend, or to continue to pay or defend, any **Bodily Injury Claim** after the **Bodily Injury Claim** Limit is exhausted. **Bodily Injury Claims** arising out of the same, related, or continuing incidents, events, acts, facts or circumstances will be considered a single **Bodily Injury Claim**, and only one "each claim" limit will apply, regardless of the number of claimants or **Insureds**.

5. General Conditions Section 2. **Retention and Waiting Period** is amended to include the following provisions:

The **Retention** applicable to **Bodily Injury Claims** will apply separately to each **Bodily Injury claim**. The **Retention** must be satisfied by the **Insured's** actual payment of Damages and Defense Expenses. The **Insured's** payment of the **Retention** is a condition precedent to payment by the **Company** of any amounts covered under the **Bodily Injury Claim** Insuring Agreement, and the **Company** will only be liable for **Damages** and/or **Defense Expenses** that exceed the **Retention**, subject to the **Bodily Injury Claim** Limit. The **Insured** must make direct payments within the **Retention** to the appropriate parties designated by the **Company**. **Bodily injury Claims** arising out of the same, related, or continuing incidents, events, acts, facts or circumstances will be considered a single **Bodily Injury Claim**, and only one **Retention** will apply, regardless of the number of claimants or **Insureds**.

6. **Definitions** is amended to to include the following definitions:

**Bodily Injury Claim** means:

- A. A written demand for **Damages** or non-monetary relief made against an **Insured** solely for Bodily Injury caused by a **Security Breach** or **Privacy Breach**;
- B. A written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** against an **Insured** solely for **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**; or
- C. The service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **Damages** solely for actual or alleged **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**.

A **Bodily Injury Claim** will be deemed to be first made when any of the foregoing is received by an **Insured**.

**Business Equipment** means any machinery, vehicle or electronic device or equipment that:

- A. Is owned by or leased to you, and operated by you solely to conduct your business,
- B. Can send and receive data, and
- C. Is connected to the internet through your computer network.

**Products** mean:

- A. Any tangible goods, products or devices that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold or distributed by you, by others trading under your name, or by a person or organization whose business or assets have been acquired by you; and
- B. Containers, materials, parts or equipment furnished in connection with such goods, products or devices.

7. Definitions, **Computer System** is amended to include the following:

Solely with respect to the **Bodily Injury Claim** Insuring Agreement, **Computer System** means:

- A. A **Computer System** operated by, and either owned by or leased to the **Named Insured** and any **Subsidiary**;

- B. Industrial control systems, such as supervisory control and data acquisition (SCADA) systems, but only while owned and operated by the **Named Insured** and any **Subsidiary**; and
- C. **Business equipment**, but only while owned and operated by the **Named Insured** and any Subsidiary. However, **Insured's Computer System** does not include any **Products**.

8. Section 7. Definitions, **Damages**, is amended to include the following:

Most favorable law provisions applicable to the **Bodily Injury Claim** Insuring Agreement only:

With respect to the insurability of punitive, exemplary or multiplied **Damages**, the applicable law will be the law of the state most favorable to the **Insured**, if the state whose law is most favorable to the **Insured** has a reasonable relationship to the **Claim**.

A state's law will be deemed to have a reasonable relationship to the **Claim** if it is the state where:

- A. The **Named Insured** is incorporated or has a place of business;
  - B. The **Bodily Injury Claim** is pending; or
  - C. Where the **Bodily Injury** occurred.
9. Definitions, **Wrongful Act**, is amended to include the following:
- Solely with respect to the **Bodily Injury Claim** Insuring Agreement, **Wrongful Act** means **Bodily Injury** caused by a **Security Breach** or **Privacy Breach**.
10. It is agreed that Exclusion 4, does not apply to an otherwise covered **Bodily Injury Claim**.
11. Exclusions is amended to include the following exclusion:

The **Company** will not be liable for any **Claim** based upon, arising from, or in any way involving any actual or alleged warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Products**, or the providing of, or failure to provide, warnings or instructions for **Products**.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-107-002**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Bricking Endorsement

In consideration of the premium charged, up to the amount of \$1,000,000 subject to an applicable **Retention** of \$25,000, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

Exclusions, **Property Damage** is deleted in its entirety and replaced with the following:

### Property Damage

Physical Injury to, or impairment, destruction or corruption of, any tangible property, including personal property in the care, custody or control of the Insured. **Data and Digital Assets** are not tangible property and are not **Property Damage**. **Property Damage** does not include the loss of use of electronic equipment caused by the reprogramming of the software (including firmware) of such electronic equipment rendering it useless for its intended purposes.

The definition of **Security Breach** is amended to include the following sentence to the end thereof:

e. The loss of use of all or part of a **Computer System** caused by the unauthorized reprogramming of software (including firmware) which renders such **Computer System**, or any component thereof, nonfunctional or useless for its intended purpose;

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-126-002**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## California Consumer Privacy Act Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

1. Definitions, **Privacy Regulations**, is amended to include the following:
  - a. The California Consumer Privacy Act or any rules or regulations promulgated thereunder.
2. Exclusion, 21. Anti-Trust Laws and Unfair Competition will not apply to claims grounded in the California Consumer Privacy Act, provided no member of the **Control Group** participated or colluded in the activities or incident giving rise to coverage under this endorsement.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-194-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Coverage for Certified Acts of Terrorism Endorsement

You and the **Company** agree to the following:

1. Exclusions, item 19. is deleted and replaced with the following:

**Terrorism;**

Any act of terrorism.

This exclusion shall apply and prevent any and all coverage for **claims** arising from terrorism, regardless of whether any other cause or event that otherwise would be covered contributes in any way to the loss. This exclusion does not apply to a **Certified Act of Terrorism**, or to a terrorist event perpetrated by electronic or internet based applications or means, however:

- a. Except for a terrorist event perpetrated by electronic or internet based applications or means, the **Company** will not pay any amounts for which the **Company** is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 as amended (the "Act"); and
  - b. The amendment of this exclusion does not create coverage for any loss that would otherwise be excluded under the Policy. All other policy terms and conditions, including the Policy's exclusions, remain in full force and effect, even in the event of a **Certified Act of Terrorism**.
3. Definitions is changed to add the following:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act (the "Act"). Section 102(1) of the Act requires such act be certified to be an act of terrorism and resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Act; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In all other respects, the policy remains the same.

### NOTICE

COVERAGE FOR **CERTIFIED ACTS OF TERRORISM** IS INCLUDED IN YOUR POLICY. UNDER YOUR COVERAGE, ANY LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** MAY BE PARTIALLY

REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, AS AMENDED. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INVESTORS' LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-202-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Criminal Reward Expenses Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

The **Company** will pay for the **Reward Expenses** up to the amount of \$50,000 subject to an application retention of \$25,000 incurred by the **Insured** and approved in writing in advance by the **Company**, but only if a written request for indemnification is made by a member of the **Control Group** to the **Company** in accordance with Claims Conditions, section 2. Notice of Claim, Loss or Circumstance.

**Reward Expenses** means the reasonable amount that the **Insured** pays to an **Informant** for information not otherwise available, and which leads to the arrest and conviction of any person who commits an illegal act that causes a **Loss**.

**Informant** means any person, other than a member of the **Control Group**, who provides information regarding an illegal act committed by another person which causes a **Loss**, solely in return for money that the **Insured** pays or promises to pay. **Informant** does not include: 1) any person who commits an illegal act which causes a **Loss**, whether acting alone or in collusion with others; 2) any **Insured**; 3) any **Insured's** auditors, whether internal or external; 4) any person or firm hired or retained to investigate a **Loss**;

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-123-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Forensic Accounting Coverage

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

1. The definition of **Business Income Loss** is amended to include the following:
  - c. **Forensic Accounting Costs**; provided however, that the **Company's** maximum liability for such costs shall be \$50,000, which amount shall be part of, and not in addition to, the limit of liability for Insuring Agreement II. A Business Interruption and Insuring Agreement II. B. Contingent Business Interruption.
2. **Forensic Accounting Costs** means those costs and expenses of establishing or proving an **Insured's Loss** under Insuring Agreement II. A Business Interruption and Insuring Agreement II. B. Contingent Business Interruption, including, without limitation, those connected with preparing a proof of loss. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the **Underwriters** no later than 6 months after the end of the **Policy Period**.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-136-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## GDPR Coverage

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

**A.** The following Insuring Agreement is added to the **Policy**, under Third Party Insuring Agreements:

I. Amounts which the **Insured** is legally obligated to pay as a direct result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for **General Data Protection Regulation**.

**B.** The following definition is added to the DEFINITIONS section of the **Policy**:

**General Data Protection Regulation**

**Damages, Regulatory Fines and Penalties and Defense Expenses** which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for a violation of the EU General Data Protection Regulation (or legislation in the relevant EU jurisdiction implementing this Regulation) arising from a **Security Breach** or **Privacy Breach**.

**C.** Solely for purposes of coverage provided by this Endorsement, the definition of **Claim** is amended to include a request for information or institution of a regulatory proceeding against any **Insured** under the **General Data Protection Regulation** Insuring Agreement for a violation of the EU General Data Protection Regulation (or legislation in the relevant EU jurisdiction implementing this Regulation).

**D.** Solely for purposes of coverage provided by this Endorsement, Exclusion 21. Anti-Trust Laws and Unfair Competition shall not apply to the General Data Protection Regulation insuring agreement, provided no member of the **Control Group** participated or colluded in the activities or incident giving rise to coverage under such insuring agreement.

**E.** Solely for purposes of coverage provided by this Endorsement, Exclusion 10. Government Intervention is deleted.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-111-003**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Invoice Manipulation Loss

In consideration of the premium charged, up to the amount of \$250,000 subject to an applicable retention of \$25,000, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

**Clause II. E. Social Engineering and Cyber Crime Coverage** is amended to include:

### Invoice Manipulation Loss

**Insured's Direct Net Loss** resulting directly from the **Insured's** inability to collect **Payment** for goods, products or services after such goods, products or services have been transferred to a **Third Party**, as a result of an **Invoice Manipulation Loss** that the **Insured** first discovers during the **Policy Period**:

**DEFINITIONS** is amended to include:

**Direct Net Loss** means the direct net cost to the **Insured** to provide goods, products or services to a **Third Party**. **Direct Net Loss** will not include any profit to the **Insured** as a result of providing such goods, products or services.

**Invoice Manipulation Loss** means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a **Third Party** as a direct result of a **Security Breach** or a **Privacy Breach**.

**Payment** means currency, coins or bank notes in current use and having a face value.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-133-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Loss of Funds Exclusion Carveback

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

Exclusions, exclusion #13 is deleted in its entirety and replaced with the following:

### 13. Loss of Funds

- a. Loss, decrease in value or theft of securities or currency;
- b. Trading losses, liabilities or changes in trading account value; or
- c. The value of electronic funds, money, securities or wire transfer;

However, this exclusion does not apply to Insuring Agreement II.E. Social Engineering and Cyber Crime Coverage.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-128-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Non-IT Contingent Business Interruption Coverage Sublimit

In consideration of the premium charged, it is hereby understood and agreed that the **Policy** to which this endorsement attaches is amended as follows:

1. FIRST PARTY INSURING AGREEMENT II. B **Contingent Business Interruption** is deleted and replaced with the following:

**Business Income Loss** and **Extra Expenses** incurred during the **Interruption Period** caused directly as a result of the total, partial, or intermittent interruption or degradation in service of the **Computer System** of an **Outsourced Service Provider** or **Dependent Business** caused directly by a **Privacy Breach, Security Breach**, or **Administrative Error** at that **Outsourced Service Provider** or **Dependent Business**.

2. DEFINITIONS is amended to include the following:

### **Dependent Business**

A third-party entity, not including an **Outsourced Service Provider**, which is not owned, operated, or controlled by an **Insured**, that the **Insured** depends upon to conduct business, pursuant to a written contract between the third-party entity and the **Insured**.

3. GENERAL CONDITIONS, 1. **Policy Limits** is amended to add the following:

### **Dependent Business Sublimit of Liability**

Subject always to the applicable Insuring Agreement Limits of Liability, \$1,000,000 is the maximum amount the **Company** will pay under this **Policy** for all **Business Income Loss** or **Extra Expenses** incurred during the **Interruption Period** caused directly as a result of the total, partial, or intermittent interruption or degradation in service of the **Computer System** of an **Dependent Business** caused directly by a **Privacy Breach, Security Breach**, or **Administrative Error** at that **Dependent Business**.

This endorsement is to take effect on: **TBD**  
Policy Number: **TBD**  
Policy Inception Date: **TBD**  
Policy Expiration Date: **TBD**  
Endorsement Number: **CB-320-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Pay on Behalf

1. The paragraph above **THIRD PARTY INSURING AGREEMENTS** of the Policy is deleted.
2. Paragraph I under **THIRD PARTY INSURING AGREEMENTS** is deleted and replaced with the following:
  - I. In consideration of the payment of premium, reliance upon the **Application**, and subject to all terms of this Policy, the **Company** agrees to indemnify the **Insured** in excess of the **Retention**, as indicated in Item 5 of the Policy Declarations, for amounts which the **Insured** is legally obligated to pay as a direct result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:
3. Paragraph II under **FIRST PARTY INSURING AGREEMENTS** is deleted and replaced with the following:
  - II. In consideration of the payment of premium, reliance upon the **Application**, and subject to all terms of this Policy, the **Company** agrees to reimburse the **Insured** in excess of the **Retention** or after the expiration of the **Waiting Period** (subject to the limit of the Period of Indemnity) as indicated in Item 5 of the Policy Declarations, for **Loss**, and to directly pay the **Insured's** vendors for invoices submitted for **Breach Management and Incident Response Expenses, Crisis Management Expenses, Extortion Expenses, Extra Expenses, Digital Asset Loss and Related Expenses** first discovered by the **Control Group** during the **Policy Period** and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-153-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Property Damage

In consideration of the premium charged, up to the amount of \$250,000 subject to an applicable retention of \$25,000, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

The **Company** will pay for physical loss of or damage to **Covered Property** caused by or resulting from a **Hacking Attack**, but only if:

1. The **Hacking Attack** occurs during the **Policy Period**,
2. Immediate notice is given to the **Company** of such loss or damage,
3. The **Insured** provides evidence that such loss or damage is caused by or results from a **Hacking Attack**, and
4. There is no other valid and collectible insurance available to the **Insured** for such loss or damage.

The following definitions are added to the policy:

### Covered Property

1. Tangible real and personal property, including **Specified Property**, in which the **Insured** has an insurable interest as of the effective date of the **Policy Period**;
2. Tangible real and personal property, including **Specified Property**, the **Insured** acquires during the **Policy Period**;
3. Property, including **Specified Property**, of others for which the **Insured** had assumed liability prior to loss; and
4. The **Insured's** financial interest in property, including **Specified Property**, that belongs to others.

**Covered property** does not include the following:

1. Currency, money, securities, precious metal in bullion form, notes, evidences of debt or title, letters of credit, stamps, tickets, or precious and semi-precious stones;
2. Fine art;
3. Land, water, or any other substance in or on land;
4. Animals, standing timber, or growing crops;
5. Watercraft or aircraft;
6. Vehicles of the **Control Group** or employees, or vehicles otherwise insured for physical loss or damage;

7. Underground mines or mine shafts, or any property within such mines or shafts;
8. Property in transit;
9. Property sold by an **Insured** under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers;
10. Satellites;
11. Offshore property;
12. Dams, water shafts, power tunnels, dikes, levees, gates and flumes; and
13. Outside plants, including owned electrical power transmission and distribution lines, beyond 1,000 feet from the Insured's business premises.

**Hacking Attack** means the process of an unwanted individual or group gaining access to your computer or network in order to steal or destroy information.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-174-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## RPS Cyber Amendatory Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

1. The paragraph above **THIRD PARTY INSURING AGREEMENTS** of the Policy is deleted and replaced with the following:

In consideration of the payment of premium, reliance upon the **Application**, and subject to all terms of this Policy, the **Company** agrees to indemnify the **Insured** in excess of the **Retention**, as indicated in Item 6 of the Declarations page, for amounts which the **Insured** is legally obligated to pay as a direct result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:

2. Paragraph II under **FIRST PARTY INSURING AGREEMENTS** is deleted and replaced with the following:

In consideration of the payment of premium, reliance upon the **Application**, and subject to all terms of this Policy, the **Company** agrees to reimburse the **Insured** in excess of the **Retention** or after the expiration of the **Waiting Period** (subject to the limit of the Period of Indemnity) as indicated in Item 6 of the Declarations page, for **Loss**, and to directly pay the **Insured's** vendors for invoices submitted for **Breach Management and Incident Response Expenses, Crisis Management Expenses, Extortion Expenses, Extra Expenses, Digital Asset Loss and Related Expenses** first discovered by the **Control Group** during the **Policy Period** and reported in writing or by electronic notice to the **Company** during the **Policy Period** or Extended Reporting Period, if applicable, for:

3. Claims Conditions, Defense, Settlement, and Investigation of Claims, paragraph d. is deleted in its entirety and replaced with the following:

d. If the **Insured** refuses to consent to a settlement that the **Company** recommends and that the claimant will accept, the **Insured** must then defend, investigate or settle the **Claim** at the **Insured's** own expense. As a consequence of the refusal to settle as per **Company's** recommendation, **Company's** liability for any **Claim** shall not be more than the amount of the initial recommended settlement plus up to 80% of any additional costs incurred by the **Insured** above this amount in order to settle this matter, subject always to the limit of the **Policy**.

4. Exclusion 3., **Insured vs. Insured** is amended by adding the following:

This exclusion does not apply to an otherwise covered **Claim** under Insuring Agreement I.A. or Insuring Agreement I.C. which is brought by a person or entity qualifying as an Insured under the definition of **Insured**, including those entities listed as Additional Insureds to this **Policy**.

5. Exclusion number 18., **Specific Legislation**, paragraph c. is deleted and replaced with the following:

The actual or alleged government enforcement of any state or federal law or regulations including law or regulations promulgated by the United States Federal Trade Commission, Federal Communication Commission or the Securities Exchange Commission; however this exclusion does not apply to the Insuring Agreement II. B. **Regulatory Investigation Fine and Penalties**; Furthermore, this exclusion does not apply to Insuring Agreement I. A. Network Security and Privacy Liability if a claim is related to the Securities and Commission regulation 17 C.F.R. 248.30.

6. First Party Insuring Agreement II. A Business Interruption is deleted and replaced with the following:

**Business Income Loss** and **Extra Expenses** incurred during the **Interruption Period** directly as a result of the total, or partial, or intermittent interruption or degradation in service of an **Insured's Computer System** caused directly by a **Privacy Breach, Security Breach, Administrative Error, Power Failure, or Preventative Shutdown**.

7. First Party Insuring Agreement II. B Contingent Business Interruption is deleted and replaced with the following:

Business Income Loss and Extra Expenses incurred during the Interruption Period caused directly as a result of the total, partial, or intermittent interruption or degradation in service of the Computer System of an Outsourced Service Provider caused directly by a Privacy Breach, Security Breach, Administrative Error or Preventative Shutdown at that Outsourced Service Provider.

8. Definitions, **Preventative Shutdown** is added and means:

An **Insured's** reasonable and necessary intentional shutdown of:

- i. With respect to Insuring Agreement II. A Business Interruption, an **Insured's Computer System**, but only to the extent that such shut down:
  - a. is in response to an actual or credible threat of **Computer Crime and Computer Attacks** expressly directed against such **Insured's Computer System** which may reasonably be expected to cause an interruption in service in the absence of such shutdown; and
  - b. serves to mitigate, reduce, or avoid **Business Income Loss** as a result of the actual or credible threat of such **Computer Crime and Computer Attacks**; or
- ii. With respect to Insuring Agreement II. B. Contingent Business Interruption, the **Insured's** access or connectivity to an **Outsourced Service Provider's Computer Network**, but only to the extent that such shutdown:
  - a. is in response to actual **Computer Crime and Computer Attacks** against such **Outsourced Service Provider's Computer Network** which may reasonably be expected to cause an interruption in service in the absence of such shutdown; and
  - b. serves to mitigate, reduce, or avoid **Business Income Loss** as a result of such **Computer Crime and Computer Attacks**.

9. Insuring Agreement III. B. Pre-Claim Support Services is deleted and replaced with the following:

Pre-Claim Support Services

If the **Company** is provided with notice of a potential **Loss** or of a **Claim** that is not yet a Loss or Claim under this policy and the Insured requests the **Company's** assistance to mitigate against such a **Claim** or **Loss**, the **Company** may agree to pay for up to \$1,000,000 in **Breach Management and Incident Response Expenses**. Any such fees must be incurred with the **Company's** prior written consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **Claim** expenses or **Loss** and will be subject to the Limits of Liability that would be applicable if a covered **Claim** is made and is also subject to the **Policy's** Aggregate Limit of Liability. This insuring agreement is not subject to a **Retention** or **Waiting Period**.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-148-003**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Smart Cyber Insurance Endorsement Retention Reduction Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the **Policy** is amended as follows:

1. The **Retention** amount specified in Item 5 of the Declarations Page for each Insuring Agreement listed below will be reduced by 25%, subject to a maximum reduction of \$25,000 per **Claim**, if the **Insured** is determined to be an **Engaged Insured** prior to the discovery of the **Claim** or the discovery of a **Security Breach, Privacy Breach, Administrative Error, Financial Fraud, Telecommunications Fraud, Phishing Attack, or Cyber Extortion Threat**.

Third Party Insuring Agreements:

- A. Network Security and Privacy Liability
- B. Regulatory Investigations, Fines and Penalties
- D. PCI DSS Assessment Expenses
- E. Breach Management Expenses

First Party Insuring Agreements:

- C. Digital Asset Destruction, Data Retrieval and System Restoration
- E. Social Engineering & Cyber Crime Coverage
- G. Cyber Extortion and Ransomware Coverage
- H. Breach Response and Remediation Expenses
- I. Court Attendance Costs

2. The 25% reduction in **Retention** afforded by this endorsement is not applicable to any other standalone **Retention** added or amended by another endorsement and not specified on Item 5 of the Declarations Page and listed above.

3. DEFINITIONS, **Engaged Insured**, is added and means:

A **Named Insured** that:

1. has at least one **Employee** with knowledge of the **Insured's** IT and security systems complete all modules in the Security Questionnaire section of the Travelers Cyber Risk Dashboard;

2. completes any new modules within 60 days of the **Policy's** effective date of renewal; and
3. certifies within 60 days of the **Policy's** effective date of renewal that the prior year's answers in the Security Questionnaire are still accurate.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-288-003**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Smart Cyber Insurance Amendatory Endorsement

It is understood and agreed that, notwithstanding anything to the contrary, the **Policy** is amended as follows:

I. The section entitled Definitions is amended as follows:

A. The definition of **Defense Expenses** is deleted and replaced as follows:

**Defense Expenses** means:

- a. the reasonable and necessary fees, costs, and expenses incurred by an **Insured** with the **Company's** prior written consent in the investigation, defense, or appeal of a **Claim**; and
- b. any premiums for any appeal bond, attachment bond, or similar bond arising out of a covered judgment, provided that the **Company** will not have any obligation to apply for or furnish any such bond.

However, **Defense Expenses** does not include any:

1. fees, costs, or expenses incurred prior to the time that a **Claim** is first made against an **Insured**; or
2. salaries, wages, fees, overhead, benefits, or compensation of any **Insured**.

Provided, always, that the **Company** has the right to select and appoint defense counsel.

B. The definition of **Breach Management and Incident Response Expenses** is amended by adding the following:

However, the **Company** will only indemnify the **Breach Management and Incident Response Expenses** in paragraphs a. through k. above if such costs and expenses are reasonable and necessary, and are incurred by the **Insured** with the **Company's** prior written consent.

**Breach Management and Incident Response Expenses** does not include any:

1. internal costs or expenses incurred by any **Insured**;
2. **Extortion Expenses**; or
3. **Extortion Payment**.

The **Company** has the right to select and appoint any vendors, external IT security experts, breach coach, or legal counsel providing services in connection with **Breach Management and Incident Response Expenses**.

- C. The definitions of **Digital Asset Loss** and **Related Expenses**, respectively, are amended by adding the following:

However, the **Company** will only indemnify such expenses if incurred with the **Company's** prior written consent. The **Company** has the right to select and appoint any vendors or third parties to provide services in connection with such expenses.

- D. The definition of **Extortion Expenses** is amended by adding the following:

However, the **Company** will only indemnify such expenses if incurred with the **Company's** prior written consent. The **Company** has the right to select and appoint any vendors or third parties to provide services in connection with such expenses.

**Extortion Expenses** does not include any:

1. **Breach Response and Remediation Expenses;**
2. **Extra Expenses;**
3. **Extortion Payment;** or
4. internal costs or expenses incurred by the **Insured Entity**.

- E. The definition of **Extortion Payment** is amended by adding the following:

However, the **Company** will only indemnify the payment of any such ransom demand if made with the **Company's** prior written consent.

- F. The definition of **Extra Expenses** is amended by the following:

However, **Extra Expenses** does not include any:

1. costs or expenses incurred to update, restore, replace, or improve a **Computer System** to a level beyond that which existed just before the **Interruption Period**;
2. expenses incurred to identify or remediate software program errors or vulnerabilities;
3. legal costs or expenses; or
4. **Breach Management and Incident Response Expenses, Digital Asset Loss, Extortion Expenses, Extortion Payment, Financial Fraud Loss, Phishing Attack Loss, Related Expenses, Reputational Loss, or Telecommunications Fraud Loss.**

II. The section entitled Claims Conditions, Subsection 2. Notice of Claim, Loss or Circumstance is deleted and replaced with the following:

**2. Notice of Claim, Loss, or Circumstance**

a. If, during the **Policy Period**, any member of the **Control Group** becomes aware of a **Claim** or **Loss**, the **Insured**, as a condition precedent for coverage under the **Policy**, must give written notice to the **Company** as soon as practicable in the manner described in paragraph c. below, but in no event later than:

- i. sixty (60) days after the termination or expiration of the **Policy Period**; or
- ii. the end of the Extended Reporting Period (if applicable).

The **Insured** must report a **Claim** or **Loss** regardless of whether it arises out of any previously reported incident, circumstances, acts, errors or omissions, or related **Claim** or **Loss**.

The date that written notice is received and accepted by the **Company** will be deemed the effective date of notice to the **Company**.

b. If during the **Policy Period**, a member of the **Control Group** becomes aware of any incidents, circumstances, acts, errors, or omissions that could reasonably result in a **Claim**, the **Insureds** must give written notice to the **Company** as soon as practicable during the **Policy Period**.

If a covered **Claim** subsequently arises out of such notified incidents, circumstances, acts, errors, or omissions, the **Claim** will be deemed to have been first made when the **Company** first received and accepted notice containing the information described in paragraph c., below.

c. The notice required by paragraphs a. and b. above must be provided by the **Insured** to the contact listed in Item 4 of the Declarations. Such notice must include:

1. a description of the **Claim**, **Loss**, incidents, circumstances, acts, errors, or omissions;
2. the identity of the **Insured(s)** involved;
3. the identity of any actual or potential claimants;
4. a description of the remedies sought, the amount of actual or potential **Loss** sustained, or any other consequences or exposures, and
5. a description of when any **Insured** first became aware of the **Claim** or **Event**, incidents, circumstances, acts, errors, or omissions.

d. If a member of the **Control Group** is unable to provide the notification required under paragraphs a. and b. above due to prohibition by any law enforcement or governmental authority, the **Insured** agrees to use its best efforts to provide the **Company** with information to make the **Company** aware of a potential or actual **Claim**, or **Loss** until written notice can actually be provided.

However, notwithstanding the foregoing, there will be no coverage for any **Claim** or **Event** if the information withheld was:

- i. known to the **Insured** prior to the **Policy** Inception Date shown in Item 2 of the Declarations, and was not disclosed in the **Application**; or
- ii. was not disclosed in writing to the **Company** within a reasonable time period after the prohibition on disclosing the information was revoked or deemed no longer necessary.

III. The section entitled General Conditions is amended as follows:

- A. Subsection 10 **Extended Reporting Period** Paragraph a. Automatic Extended Reporting Period is deleted.
- B. The following new Condition is added:

**Proof of Loss**

As a condition precedent to the **Company's** payment of **Loss** under Section II. First Party Insuring Agreements, the **Insured** must provide the **Company** with information requested by the **Company**, including, but not limited to:

1. a complete description of the **Loss**, including the time, place, and cause of **Loss**;
2. a calculation of **Loss**; and
3. all documents or materials supporting, demonstrating, or related to the **Insured's** proof of **Loss** incurred.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-274-003**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Solicitation Claims Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

1. General Conditions **Policy Limits** is amended by the addition of the following:

Any **Solicitation Claim** will be subject to the sub-limits set forth below. The limits shown below will be the exclusive limits applicable to **Solicitation Claims**. Such sub-limits are part of, and will erode, the Limits of Liability set forth in Item 5.A. of the Declarations for the Network Security and Privacy Liability insuring agreement or the Regulatory Investigations, Fines and Penalties insuring agreement, whichever applies, and the Maximum Policy Aggregate Limit of Liability set forth in Item 5.C. of the Declarations.

**Solicitation Claim** sublimit:

\$50,000 each **Solicitation Claim**

\$50,000 Aggregate

2. Definitions, **Privacy Regulations**, is amended to include the following:

H. CAN-SPAM Act of 2003;

I. Truth In Caller Act of 2009; and

J. Telephone Consumer Protection Act of 1991.

3. Definitions is amended to include the following definition:

**Solicitation Claim** means any **Claim** under the Network Security and Privacy Liability insuring agreement or Regulatory Investigations, Fines and Penalties insuring agreement for, based upon, arising from, in consequence of, or in any way involving any actual or alleged **Privacy Breach** in violation of the CAN-SPAM Act of 2003, the Truth In Caller Act of 2009, or the Telephone Consumer Protection Act of 1991, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes, whether such law is statutory, regulatory or common law.

This endorsement is to take effect on: **TBD**  
Policy Number: **TBD**  
Policy Inception Date: **TBD**  
Policy Expiration Date: **TBD**  
Endorsement Number: **CB-120-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## Smart Cyber Insurance Endorsement Utility Fraud Coverage

In consideration of the premium charged, up to the amount of \$250,000 subject to an applicable retention of \$25,000, it is hereby understood and agreed that the **Policy** to which this endorsement attaches is amended as follows:

1. FIRST PARTY INSURING AGREEMENTS is amended to include the following:

### Utility Fraud Coverage

**Utility Overage** incurred directly as a result of **Utility Fraud**.

The **Company** will pay for **Loss** up to the **Utility Fraud** Limit of Liability identified above, provided the **Loss** first occurs and is discovered by the **Insured** during the **Policy Period** and is reported to the **Company** in accordance with the CLAIMS CONDITIONS section of this policy. If the **Insured** incurs **Loss** for a period exceeding 90 days from the date on which the **Utility Overages** are first incurred, the **Company** will only be obligated to pay such **Loss** that is incurred during the first 90 days.

Any payment the **Company** makes under this subsection will be in excess of the **Utility Fraud** retention identified above, and such payments will be part of, and not in addition to, the Policy Aggregate Limit stated in Item 5 of the Declarations.

2. DEFINITIONS, **Loss**, is amended to include **Utility Overage**
3. DEFINITIONS, **Utility Overage**, is added and means:

An increase in expenses incurred by the **Insured** resulting from the unauthorized use of any of the following services or resources:

- a. electricity;
- b. water;
- c. natural gas;
- d. heating oil;
- e. internet access, including mobile data;
- f. telephone;
- g. cable or satellite television;
- h. sewerage; or

- i. cloud computing

provided such expenses:

- a. are charged to the **Insured** in a periodic billing statement by the provider of such service or resource pursuant to a written contract or agreement between the **Insured** and the provider that was executed before the **Utility Fraud** occurred; and
- b. are not charged at a flat fee that does not scale with the rate of use of such service or resource.

4. DEFINITIONS, **Utility Fraud**, is added and means:

The unauthorized use of or access to the **Insured's Computer System** by a **Third Party**, including **Cryptojacking** or **Telecommunications Fraud**, that results in a **Utility Overage**.

5. DEFINITIONS, **Cryptojacking Fraud**, is added and means:

The secret use of the **Insured's Computer System** by a **Third Party** to mine cryptocurrency.

6. Solely with respect to the coverage provided by this endorsement, the following is added to CLAIMS CONDITIONS, 2. **Notice of Claim, Loss or Circumstance**:

The **Insured** must promptly notify the **Company** of any **Loss**, or circumstances reasonably likely to lead to a **Loss**, that in the **Insured's** best estimate, will exceed 50% of the Utility Fraud Coverage retention identified above, once the **Insured** discovers such **Loss** or circumstances, but in any event no later than 90 days after the **Insured** discovers such loss or circumstances.

7. Solely with respect to the coverage provided by this endorsement, the following is added to GENERAL CONDITIONS:

The following are conditions precedent to the payment by the **Company** of any **Loss** under this endorsement:

- A. The **Insured** must inform, or allow the **Company** to inform, the appropriate law enforcement authorities if the **Insured** has reason to believe that any **Utility Fraud** involves a violation of law;
- B. The **Insured** must give the **Company** a detailed, sworn proof of loss within 120 days of notification to us of a **Loss**, which will include, at a minimum:
  1. a detailed calculation of any **Utility Overage**; and  
all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **Utility Overage**;
- C. The **Company** has the right to examine and audit the **Insured's** books and records as they relate to the coverage provided by this endorsement at any time during the **Policy Period** and up to three years afterward;

- D. In determining the amount of **Loss** under this endorsement, due consideration will be given to the **Insured's** prior utility expenses and the probable utility expenses the **Insured** would have incurred had no **Utility Fraud** occurred.
8. EXCLUSIONS is amended to include the following:
- With respect to any **Utility Fraud** only:
- A. Any dishonest act committed by:
1. the **Insured**, if the **Named Insured** is an individual;
  2. any board member, trustee, director, or officer (or equivalent position) of the **Insured** organization; or
  3. any **Employee** of the **Insured** organization, if any board member, trustee, director, or officer (or equivalent position) of the **Insured** organization had knowledge of such dishonest act;
- B. Any actual or alleged unauthorized acquisition, access, use, or disclosure of **Protected Personal Information** that is held or transmitted in any form; however, this exclusion will not apply to a **Utility Fraud** directly resulting from the use of such **Protected Personal Information**;
- C. Any **Claim** expenses incurred by the **Insured** which are related to any legal action resulting from **Loss** covered under this endorsement; or
- D. Any business interruption costs or costs resulting from lost productivity, including the throttling or capping of bandwidth by any internet or mobile data service provider, due to a **Third Party's** unauthorized access to or use of the **Insured's Computer System**.

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-159-003**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.  
Smart Cyber Insurance Endorsement

## War Exclusion Cyber Terrorism Carveback

In consideration of the premium charged, it is hereby understood and agreed that the Policy to which this endorsement attaches is amended as follows:

Exclusion **23.**, **War** is deleted and replaced with the following:

Confiscation, nationalization, requisition, strikes, labor strikes or similar labor actions; war, invasion, or warlike operations, civil war, mutiny, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military coup or usurped power.

This exclusion shall not apply to a terrorist event perpetrated by electronic or internet-based applications or means;

This endorsement is to take effect on: **TBD**

Policy Number: **TBD**

Policy Inception Date: **TBD**

Policy Expiration Date: **TBD**

Endorsement Number: **CB-167-001**

All other terms and conditions of the Policy remain unchanged.

This Endorsement changes the Policy. Please read it carefully.

## Service of Suit Endorsement

This endorsement changes the following:

It is agreed that in the event of the failure of the Travelers Excess and Surplus Lines Company (the Insurer) to pay any amount claimed to be due hereunder, the Insurer shall honor the decision of the court that is authorized to hear the case; provided that the Insurer has the right to appeal that decision. It is further agreed that service of process for any lawsuit brought against the Insurer may be made upon the Insurer by serving its Corporate Secretary, or the Corporate Secretary's designee, at One Tower Square, Hartford, CT 06183 and such person shall be authorized to receive the papers on behalf of the Insurer. However, the Insured may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. The Insurer designates that appropriate officer, or that person's successor, to mail a copy of the paper to the Insurer.

### California Clause:

For the State of California, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833

### Rhode Island Clause:

For the State of Rhode Island, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

Corporation Service Company  
222 Jefferson Blvd., Suite 200  
Warwick, Rhode Island 02888

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Excess and Surplus Lines Company

Policy Number: **TBD**

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