



CERTIFICATE PROVISIONS CLAUSE

This Insurance is effected with Hamilton Insurance DAC.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by Hamilton Insurance DAC and in consideration of the premium specified herein, Hamilton Insurance DAC hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

TitlePac - TitlePac
3121 Quail Springs Parkway, 140, Northwest Oklahoma City, Oklahoma City, Oklahoma
County, Oklahoma 73134, United States

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and shall not be liable for any loss or claim whatsoever. The Insurers hereunder are Hamilton Insurance DAC.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in the 'Service of Suit' item on the attached Declaration page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Service of Suit Designee named on the Declarations Page is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Claims.** All claims and other enquiries shall be addressed to the Correspondent or the nominated Claim Notification party as detailed with the Schedule/Declaration Page

- 8. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

9. **Complaints:** All complaints must be referred in the first instance to the Correspondent.

TitlePac - TitlePac Complaints Procedure

How to make a complaint: Should you wish to make a complaint against TitlePac - TitlePac [A complaint is any written communication where there is an expression of dissatisfaction with an insurance product or service], you may do so at any time by referring the matter to:

TitlePac - TitlePac, 3121 Quail Springs Parkway, 140, Northwest Oklahoma City, Oklahoma City, Oklahoma County, Oklahoma 73134, United States	Compliance Officer: Telephone Number: Email:
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TitlePac - TitlePac's Commitment to Customers

TitlePac - TitlePac are committed to handling all customers complaints received promptly, fairly and in line with regulatory guidelines.

and

The Complaints Department, Hamilton Insurance DAC, Level 3, 8 Fenchurch Place, London, EC3M 4AJ, UK, +44 (0)20 7337 4400, www.hamiltongroup.com / Email: HIDACcomplaints@hamiltongroup.com

10. Hamilton Insurance DAC is authorised by Central Bank of Ireland (CBI), North Wall Quay, Spencer Dock, 11517 Dublin 1, Republic of Ireland. www.centralbank.ie



This Declaration Page is attached to and forms part of Certificate provisions.

Previous Number	Authority Reference Number	B1180D251276 (100%)	Certificate Number
Insurance is effective with Hamilton Insurance DAC	Level 3, 8 Fenchurch Place, London, EC3M 4AJ		Percentage 100.00000%

SCHEDULE

Type: Cyber Insurance as more fully defined in the policy wording

Form: Hamilton Cyber Wording

Name of Insured:

Type of Insured:

Insured Email:

Mailing Address of Insured:

Period of Insurance:

Premium (annual)	Premium Policy Fee Surplus Lines Tax Stamping Fee TRIA Premium TOTAL
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Deductible: USD 5,000 each and every claim

Limit of Liability: USD 1,000,000 per claim and in the aggregate.

Insuring Agreement		Currency	Sub-Limit	Aggregate Limit	Deductible
A	Incident Response	USD		1,000,000	5,000 each and every claim
B	Network Interruption and Loss of Income				
	i. Direct Network Interruption and Loss of Income	USD		1,000,000	5,000 each and every claim
	Waiting period (hours)				0 hours
	ii. Contingent Network Interruption and Loss of Income	USD		1,000,000	5,000 each and every claim
	Waiting period (hours)				0 hours
	iii. Bricking	USD		1,000,000	5,000 each and every claim
	iv. Reputational Business Income	USD		1,000,000	5,000 each and every claim
C	Cyber Extortion and Ransom	USD		1,000,000	5,000 each and every claim
D	Regulatory Fines and Penalties				
	i. Privacy Regulatory Defense and Penalties	USD		1,000,000	5,000 each and every claim
	ii. PCI Expenses and Penalties	USD		1,000,000	5,000 each and every claim
E	Privacy and Network Security Liability	USD		1,000,000	5,000 each and every claim
F	Multimedia Liability	USD		1,000,000	5,000 each and every claim
G	Betterment	USD	500,000	500,000	5,000 each and every claim
H	Forensic Accounting Costs	USD		1,000,000	5,000 each and every claim
I	Criminal Reward Fund	USD	50,000	50,000	5,000 each and every claim
J	Cryptojacking	USD	250,000	250,000	5,000 each and every claim

Sub-limits: Telephone Fraud USD 250,000

Coverage: Worldwide

Conditions: Includes but is not limited to the following terms and conditions:

LMA 3100A	Sanctions Limitation Clause
LMA 9185	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
LMA 9191a	Lloyd's CCPA Privacy Policy
LSW 585 (amended)	Premium Payment Warranty
NMA 1168	Small Additional or Return Premiums Clause (U.S.A.)
(amended) NMA 1998	Service of Suit Clause (U.S.A.)
	Conformity Clause
	Hamilton Insurance DAC Data Privacy Notice
	Forensic Accounting Expenses Endorsement
	Hamilton - Cyber Wording
	Minimum Earned Premium Definition Endorsement
	Telephone Fraud Endorsement

Exclusions: Includes but is not limited to the following exclusions:

LMA5567A (amended)	War and Cyber Operation Exclusion No.4
NMA 1256	Nuclear Incident Exclusion Clause - Liability - Direct (Broad) (U.S.A.)
NMA 1477	Radioactive Contamination Exclusion Clause - Liability - Direct (U.S.A.)
	Absolute Professional Services Exclusion
	Hamilton Cyber Sentinel Endorsement Biometric Data Exclusion

Subjectivities: Statement of Facts required signed and dated to bind

Industry: Real Estate

Website:

Gross Annual Revenue:

Retroactive Date: Full Prior Acts

US Classification: Surplus Lines naming: TITLEPAC, INC.
3121 Quail Springs Parkway, Oklahoma City, OK, USA

US Surplus lines broker is responsible for collecting and paying all surplus lines taxes and fees.

Claim Notification: BatesCarey LLP
191 North Wacker, Suite 2400, Chicago, IL 60606
Email: ktimm@batescarey.com
Tel: 001-312-762-3256

Service of Suit: Mendes & Mount,
750 7th Avenue,
New York, NY 10019 6829

Producer: Not Applicable

Insurer: Hamilton Insurance DAC Level 3, 8 Fenchurch Place, London, EC3M 4AJ

Commission: As per contract

Order Hereon: 100% of 100%

Security: Authority Ref. D251276 – Order: 100%

100.00000%	Hamilton Insurance DAC	
100.00000%		

Losses: No Known Losses in the past 5 years

It is understood and agreed that for the purposes of this insurance in the event of any discrepancy between the above referenced proposal form and this Certificate, the terms, conditions, definitions, exclusions and other provisions of this Certificate shall prevail.

It is understood and agreed that wherever the words “Named Insured, Company and Policy” appear in this wording they are deemed to read “Named Assured, Underwriters and Certificate” respectively.

Correspondent: TitlePac - TitlePac
3121 Quail Springs Parkway, 140, Northwest Oklahoma City, Oklahoma City,
Oklahoma County, Oklahoma 73134, United States

Hamilton Cyber Sentinel

Cyber Insurance

Incident Response Directions

(Please print)

Hamilton Policy Reference:	
Named Insured:	

IMPORTANT INFORMATION

In the event of an incident affecting this policy
you should contact Hamilton's
24/7 Incident Response Partner

BATES CAREY LLP

at

+1 312 762 3256 or HAMILTONCYBER@BATESCAREY.COM

and

QUOTE THE HAMILTON POLICY REFERENCE AND NAMED INSURED ABOVE

WHAT YOU SHOULD DO

- Contact Bates Carey LLP
- Quote the Hamilton Policy Reference above
- Quote the Named Insured above
- State you hold a Hamilton policy
- Cooperate fully with Bates Carey LLP

WHAT YOU SHOULD **NOT** DO

- Ignore or do nothing
- Contact **another** incident Response company
- Negotiate with cyber criminals
- Pay money to anyone
- Contact another law firm

DECLARATIONS

NAMED INSURED:

NAMED INSURED ADDRESS:

POLICY PERIOD:

(both days at 12:01 Local Standard time at the address shown of the NAMED INSURED)

LIMIT OF LIABILITY: USD 1,000,000 per claim and in the aggregate.

The maximum payable under this Policy in the aggregate including Claims Expenses

SUB-LIMITS OF LIABILITY:

THE FOLLOWING LIMITS OF LIABILITY ARE SUBLIMITED AND ANY PAYMENT THEREUNDER WILL FORM PART OF, AND NOT IN ADDITION TO, THE LIMIT OF LIABILITY

Insuring Agreement	Currency	Sub-Limit	Aggregate Limit	Deductible
A Incident Response	USD		1,000,000	5,000 each and every claim
B Network Interruption and Loss of Income				
i. Direct Network Interruption and Loss of Income	USD		1,000,000	5,000 each and every claim
Waiting period (hours)				0 hours
ii. Contingent Network Interruption and Loss of Income	USD		1,000,000	5,000 each and every claim
Waiting period (hours)				0 hours
iii. Bricking	USD		1,000,000	5,000 each and every claim
iv. Reputational Business Income	USD		1,000,000	5,000 each and every claim
C Cyber Extortion and Ransom	USD		1,000,000	5,000 each and every claim
D Regulatory Fines and Penalties				
i. Privacy Regulatory Defense and Penalties	USD		1,000,000	5,000 each and every claim
ii. PCI Expenses and Penalties	USD		1,000,000	5,000 each and every claim
E Privacy and Network Security Liability	USD		1,000,000	5,000 each and every claim
F Multimedia Liability	USD		1,000,000	5,000 each and every claim
G Betterment	USD	500,000	500,000	5,000 each and every claim
H Forensic Accounting Costs	USD		1,000,000	5,000 each and every claim
I Criminal Reward Fund	USD	50,000	50,000	5,000 each and every claim
J Cryptojacking	USD	250,000	250,000	5,000 each and every claim

RETROACTIVE DATE:

Full Prior Acts

(Retroactive date applies only to F. Multimedia Liability)

PREMIUM:

Non-EEA:

DESIGNATED INCIDENT RESPONSE PROVIDER:

BatesCarey LLP

191 North Wacker, Suite 2400, Chicago, IL 60606

Email: ktimm@batescarey.com

Tel: 001-312-762-3256

NOTICE OF CLAIM:

BatesCarey LLP

191 North Wacker, Suite 2400, Chicago, IL 60606

Email: ktimm@batescarey.com

Tel: 001-312-762-3256

BROKER AND NOTICE OF CANCELLATION:

TitlePac - TitlePac,

3121 Quail Springs Parkway, 140, Northwest Oklahoma City, Oklahoma City, Oklahoma County, Oklahoma 73134, United States

SERVICE OF SUIT:

Mendes & Mount,

750 7th Avenue,

New York, NY 10019 6829

GOVERNING LAW AND JURISDICTION FOR DISPUTES:

This insurance shall be governed by and constructed in accordance with the law of New York.

TERRITORIAL LIMIT:

Worldwide

Table of Contents

Hamilton Policy Reference:	2
Named Insured:	2
1. Introductory Clause	6
2. Insuring Agreements	6
A. Incident Response	6
B. Network Interruption and Loss of Income	6
C. Cyber-Extortion and Ransom	7
D. Regulatory Fines and Penalties	8
E. Privacy and Network Security Liability	8
F. Multimedia Liability	8
Policy Extensions	9
H. Betterment	9
I. Forensic Accounting Costs	9
J. Criminal Reward Fund	9
K. Cryptojacking	9
3. Defense and Settlement of Claims	9
4. Definitions	10
5. Exclusions	21
6. General Conditions	25

1. Introductory clause

IMPORTANT NOTICE:

THIS POLICY APPLIES ONLY TO THOSE EVENTS DISCOVERED AND CLAIMS FIRST MADE DURING THE POLICY PERIOD THAT ARE ALSO REPORTED TO US DURING THE POLICY PERIOD OR ANY AUTOMATIC OR ADDITIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, ARISING FROM ANY ACTS, FACTS OR CIRCUMSTANCES THAT TOOK PLACE ON OR AFTER ANY RETROACTIVE DATE IF APPLICABLE AND AS SPECIFIED IN THE DECLARATIONS AND BEFORE THE EXPIRATION OF THE POLICY PERIOD.

SOME OR ALL OF THE INSURING AGREEMENTS INCLUDED BELOW HAVE BEEN PURCHASED BY YOU. PLEASE REFER TO THE DECLARATIONS, WHICH IS INCORPORATED INTO THIS POLICY, IN ORDER TO IDENTIFY THE INSURING AGREEMENTS THAT YOU HAVE PURCHASED.

THIS POLICY IS A CONTRACT FOR INSURANCE BETWEEN YOU AND US. THE COVERAGE IS PROVIDED AS DESCRIBED BELOW SUBJECT ALWAYS TO OUR RECEIPT OF THE PREMIUM AND OUR RELIANCE UPON THE STATEMENTS MADE BY YOU IN THE SUBMISSION, WHICH FORMS PART OF THIS POLICY AND IS THE BASIS OF YOUR INSURANCE COVER. THE POLICY IS SUBJECT TO THE LIMIT OF LIABILITY, EXCLUSIONS, CONDITIONS AND OTHER TERMS SET FORTH BELOW.

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. VARIOUS PROVISIONS IN THIS POLICY RESTRICT YOUR COVERAGE.

Words and phrases that appear in bold print below are defined separately. Whenever a singular form of a word is used, the same shall include the plural when required by context.

The titles, headings and captions used in this policy are for reference only and do not affect the meaning of this policy.

2. Insuring Agreements

A. Incident Response

We shall pay on **your** behalf **incident response expenses** in excess of **your** Deductible that are reasonable and necessary to pay as a result of an actual or suspected **privacy and network security event, network interruption event, cyber-extortion and ransom event or cryptojacking event** first discovered by **you** during the policy period and reported to **us** via the **designated incident response provider** during the policy period or any Automatic or Additional Extended Reporting Period, if applicable. and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

However, the Deductible will not apply to **first responder services** when responding to a **privacy and network security event, network interruption event, cyber-extortion and ransom event or cryptojacking event** so long as such **first responder services** are for work undertaken by a **designated incident response provider**.

B. Network Interruption and Loss of Income

(i) Direct Network Interruption and Business Income

Subject to the applicable **waiting period**, we shall reimburse **you** for the loss of **business income, restoration expenses and business continuity expenses** in excess of **your** Deductible and during the **period of restoration** that **you** incur as a consequence of a **network interruption event of your computer system or a voluntary shutdown of your computer system** where such **network interruption event** is first discovered by **you** during the policy period or such **voluntary shutdown** occurs during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

(ii) **Contingent Network Interruption and Business Income**

Subject to the applicable **waiting period**, **we** shall reimburse **you** for the loss of **business income**, **restoration expenses** and **business continuity expenses** in excess of **your** Deductible and during the **period of restoration** **you** incur as a consequence of a **network interruption event** of a **service provider computer system** where such **network interruption event** is first discovered by **you** during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

(iii) **Bricking**

We shall reimburse **you** for the **hardware replacement costs** and **software replacement costs** **you** incur in excess of your Deductible as a result of a **network interruption event** or **cyber-extortion and ransom event** where such **network interruption event** or **cyber-extortion and ransom event** is first discovered by **you** during the policy period and reported by **you** to via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provision.

(iv) **Reputational Business Income**

We shall reimburse **you** for the loss of **reputational business income** in excess of **your** Deductible and during the **period of reputational restoration** **you** incur as a consequence of the **reputational damage** caused by a **privacy and network security event** or a **network interruption event** where such **reputational damage** occurs during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

C. Cyber-Extortion and Ransom

We will pay on your behalf **cyber-extortion and ransom payments** and **cyber-extortion and ransom expenses** in excess of **your** Deductible where such **cyber-extortion and ransom payments** and **cyber-extortion and ransom expenses** were incurred with **our** prior written consent, as a consequence of a **cyber-extortion and ransom event** where such **cyber-extortion and ransom event** occurs during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

However, **we** will be unable to pay **cyber-extortion and ransom payments** where not insurable by law or where such **cyber-extortion and ransom payments** are in relation to payments to a third-party, entity or individual that is subject to, or is in any way affiliated with any third-party, entity or individual that is subject to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All payments on **your** behalf shall be to **subject matter experts** and at no point shall **we** pay monies directly to the perpetrator of the **cyber-extortion and ransom event**.

As a condition to cover under this Insuring Agreement and any payment by **us** you shall:

- (i) keep the terms of this **cyber-extortion and ransom** coverage confidential, to be shared only with necessary management and potential law enforcement authorities in the course of responding to a **cyber-extortion and ransom event**; and
- (ii) take all reasonable steps to terminate a **cyber-extortion and ransom event** by means other than through payment of monies to a third party; and
- (iii) cooperate with outside governmental authorities, where necessary, to effectively mitigate the extent and nature of any **cyber-extortion and ransom expenses**.

(iv)

D. Regulatory Fines and Penalties

(i) Privacy Regulatory Defence and Penalties

We shall pay on **your** behalf **privacy regulatory defence and penalties** in excess of **your** Deductible that **you** become legally obligated to pay as a consequence of a **regulatory action** against **you** arising out of a **privacy and network security event** first identified by **you** during the policy period and reported by **you** to **us** via the **designated incident response provider** during the policy period or any Automatic or Additional Extended Reporting Period, if applicable, and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

(ii) PCI Expenses and Penalties

We shall pay on **your** behalf **PCI expenses and penalties** in excess of **your** Deductible that **you** become legally obligated to pay as a consequence of a **PCI action** against **you** arising out of a **privacy breach** first identified by **you** during the policy period and reported by **you** to **us** via the **designated incident response provider** during the policy period or any Automatic or Additional Extended Reporting Period, if applicable, and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

Such **privacy regulatory defence and penalties** and **PCI expenses and penalties** will be paid only where insurable by law and where the relevant regulations permit.

E. Privacy and Network Security Liability

We shall pay on **your** behalf all **damages** and **claims expenses** in excess of **your** Deductible that **you** become legally obligated to pay as a result of any **claim** first made against **you** and reported by **you** to **us** via the **designated incident response provider** during the policy period or any Automatic or Additional Extended Reporting Period, if applicable, and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions arising out of an actual or alleged **privacy and network security event** first identified by **you** during the policy period.

F. Multimedia Liability

We shall pay on **your** behalf all **damages** and **claims expenses** in excess of **your** Deductible that **you** become legally obligated to pay as a result of any **claim** first made against **you** and reported by **you** to **us** during the policy period or any Automatic or Additional Extended Reporting Period, if applicable, and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions arising solely from **your** release or transmission of **multimedia content**, which results in an actual or alleged **multimedia wrongful act** that occurs on or after the **retroactive date** and before the expiration of the policy period

Policy Extensions

H. Betterment

We shall reimburse **you** for the **betterment costs** **you** incur in excess of **your** Deductible as a result of a **network interruption event** or **cyber-extortion and ransom event** where such **network interruption event** or **cyber-extortion and ransom event** is first identified by **you** during the policy period and reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions. Subject to the limit of liability stated on the declaration page.

I. Forensic Accounting Costs

We shall reimburse **you** for **forensic accounting costs**, in excess of **your** Deductible **you** incur as a consequence of a **network interruption event** of **your computer system** or a **service provider computer system**, or a **voluntary shutdown** of **your computer system**, where such **network interruption event** is first discovered by **you** during the policy period or **voluntary shutdown** occurs during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

J. Criminal Reward Fund

At our sole and absolute discretion, **we** shall pay on your behalf **criminal reward fund** in excess of your Deductible provided that such **criminal reward fund** will expire no later than one hundred and eighty (180) days after the expiry of this policy.

K. Cryptojacking

We shall reimburse **you** for **cryptojacking loss** in excess of your Deductible as a consequence of a **cryptojacking event** where such **cryptojacking event** occurs during the policy period and is reported by **you** to **us** via the **designated incident response provider** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

3. Defence and Settlement of Claims

A. It is **our** right and duty to defend a **claim** first made against **you** during the policy period seeking **damages** and reported by **you** to **us** during the policy period or any Automatic or Additional Extended Reporting Period, if any, even if such **claim** is groundless or fraudulent, however **our** right and duty to defend **you** under this policy ends when the applicable Limit of Liability has been exhausted by payments of **covered amounts**. **We** have no duty to defend any **claim** that does not allege acts, facts or circumstances that fall within the coverage of the policy as described in Insuring Agreements E, F, and G.

B. **We** have the right to appoint service providers and/or legal counsel to represent **your** interests with respect to a **privacy and network security event**, **network interruption event**, and/or a **cyber-extortion and ransom event**. **We** also have the right to select and appoint defence counsel to defend any **claim** notified under this policy.

If **you** have appointed any service providers and/or counsel without **our** prior consent, at **our** request **you** shall instruct them to turn over all their relevant files, materials and work product and cooperate with any service providers and/or counsel who **we** select and appoint to represent **your** interests and/or defend **you**.

We reserve the right not to reimburse the fees of a service provider and/or legal counsel appointed by **you** if we consider the fees charged by such service provider and/or legal counsel to be excessive or unnecessary.

C. The Limit of Liability available to pay **damages** as stated in the Declarations shall be reduced and may be completely exhausted by payment of **covered amounts**. In addition, **covered amounts** shall be applied against the Deductible, Limit of Liability, or any Sub-limit as identified in the Declarations.

D. **You** may not admit liability, make any payment, assume any obligation, or incur any expense in relation to a **claim** without **our** prior written consent, provided that such consent may not be unreasonably withheld. Only reasonable and necessary costs incurred with **our** prior written consent will be paid.

- E. **We** have the right to investigate any **claim** in the manner and to the extent that **we** believe is necessary, including, without limitation, any investigation with respect to the submission and statements made in the submission and with respect to coverage. **You** shall sit for an examination by **our** representative under oath, if requested, in connection with all matters relating to this policy.

Any costs incurred by **you** in connection with any investigation by **us** with respect to coverage are not covered under this Policy.

- F. Under Insuring Agreement E, F and G, **we** shall have the right to settle any **claim**, subject to **your** consent, which shall not be unreasonably withheld. If **you** refuse to consent to any settlement or compromise recommended by **us** that is acceptable to the claimant and elect to contest the **claim**, **our** total liability for any **damages** and **claims expenses** shall not exceed:

- (i) either seventy per cent (70%) of any **damages** and **claims expenses** incurred after the date such settlement or compromise was recommended to **you** with the remaining thirty per cent (30%) of such **damages** and **claims expenses** to be borne by **you** at **your** own risk and uninsured; or
- (ii) the applicable Limit of Liability, whichever is less.

We shall also have the right to withdraw from further defence by tendering control of said defence to **you** as a result of **your** refusal to consent.

4. Definitions

- A. **Adverse media campaign** means unfavorable, disapproving, harmful or adverse news or information reported across a range of media sources
- B. **Artificial intelligence event** means any sudden, unexpected, and continuous downtime of **your computer system** which renders it incapable of supporting its normal business function and is caused by **artificial intelligence technology**.
- C. **Artificial intelligence technology** means software used by **you** for machine learning, deep learning, and natural language processing (NLP).
- D. **Betterment costs** means the reasonable and necessary costs incurred with **our** prior written consent to purchase the most functionally equivalent replacement component(s) for **your computer system** even if such component(s) are technologically more advanced or represent an improvement in capabilities but only when a **designated incident response provider** determines that **your computer system** or components therein have been rendered non-functional or unfit for any part of their intended use or purpose by a **network interruption event** or **cyber-extortion and ransom event**. A **computer system** and its components will be deemed eligible for **betterment costs** when:
- (i) they cannot be restored to functionality after reasonable efforts have been made; and
 - (ii) it would be commercially unreasonable to incur costs to restore functionality; and
 - (iii) **hardware replacement costs** exceed **betterment costs**.

For purposes of this definition, **your computer system** includes only the equipment and components owned by **you** and under **your** operation and control.

Betterment costs do not include **hardware replacement costs**.

- E. **Bodily injury** means physical injury, sickness, disease or death of any person and, where resulting from such physical injuries only, mental injury, mental anguish, humiliation, shock, or emotional distress.
- F. **Business continuity expenses** mean the reasonable and necessary costs incurred with **our** prior written consent, which shall not be unreasonably withheld or delayed, to provide a workaround and to continue **your** business operations as a result of a **network interruption event**.

Business continuity expenses shall not exceed the reasonably anticipated **business income** loss that would have otherwise been incurred.

- G. **Business income** means the **net income** which would have been earned or incurred during the **period of restoration** had no **network interruption event** occurred. **Business income** does not include **reputational business income**.

H. **Claim** means:

- (i) a civil proceeding for **damages** commenced by the filing of a complaint or similar pleading; or
- (ii) an arbitration or mediation proceeding in which **damages** are sought; or
- (iii) a written demand for **damages**; or
- (iv) a cease-and-desist letter; or
- (v) a verbal or written request for a tolling agreement.

All **claims** arising out of the same or related facts, acts, circumstances, events or transactions shall be considered a single **claim** regardless of the number of insureds under this policy, **claims**, claimants, defendants or causes of action. The date when any such **claim** is made will be the date that the first **claim** is made.

I. **Claims expenses** mean:

- (i) reasonable and necessary fees charged by an attorney designated by **us** and incurred with **our** prior written consent to defend any **claim**, or
- (ii) all other reasonable and necessary fees, costs and expenses incurred in the investigation, adjustment, defence and appeal of a **claim**, suit or proceeding arising in connection therewith, if incurred by **us**, or by **you** but only with **our** prior written consent.

Claim expenses do not include any salaries, overhead or other charges **you** incur for any time **you** spend in cooperating in the defence and investigation of any **claim**.

J. **Computer hardware** means desktop and laptop computers, associated input and output devices, mobile devices, data storage devices, networking equipment, and backup devices.

Computer hardware does not include manufacturing operational control systems or manufacturing equipment.

K. **Computer system** means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analogue, digital, electronic or wireless format including computer programs, electronic data processing media, electronic data, electronic data communications equipment, operating systems, computer network and networking equipment, firmware, servers, web sites, extranet, and all input, output, processing, storage and on-line or off-line media libraries, music, graphic, entertainment and other content (to the extent that they hold electronic data).

L. **Computer virus** means computer instructions placed on a **computer system** without the owner's or user's knowledge or consent, that are designed to harm, impede, corrupt, erase, remove, disrupt, degrade or destroy the **computer system**, electronic data or software (or any part of them). **Computer virus** includes malicious codes, malware, trojan horses, worms, and time or logic bombs or any mutations of any of the proceeding.

M. **Confidential information** means any non-public information that is not owned by **you**, but is in **your** care, custody or control, provided to **you** under a mutually agreed to written confidentiality or non-disclosure agreement, marked "confidential" or otherwise specifically designated in writing as "confidential" by another party, or is subject to confidentiality provisions or statutes or by common law. **Confidential information** includes, but is not limited to, business plans, products, technical data, product plans, business methods, trade secrets, data, designs, interpretations, forecasts, formula, method, practice, process, record or report.

Confidential information does not include:

- (i) the use or rendering of NFT (non-fungible tokens) or equivalent; and
- (ii) any actual or alleged loss, theft, damage, corruption, alteration of digital art that you are liable for, or is in your care, custody, or control.

N. **Covered amount** means **damages, claims expenses, incident response expenses, privacy regulatory defence and penalties, PCI expenses and penalties, business income, restoration expenses, business continuity expenses, hardware replacement costs, software replacement costs, betterment costs, cyber-extortion and ransom payments, cyber-extortion and ransom expenses, forensic accounting costs, criminal reward fund or cryptojacking loss and reputational business income** covered by this policy.

O. **Covered matter** means **claims, privacy and network security events, regulatory actions, PCI actions, network interruption events, cyber-extortion and ransom events or cryptojacking events** covered by this policy.

- P. **Criminal Reward Fund** means an amount offered by **us** for information from a third-party that leads to the arrest and prosecution of any individual(s) in respect of the commission or attempted commission of an illegal act against **you** or **your computer system** and resulting in a **privacy and network security event** first identified by **you** during the policy period and reported by **you** to **us** during the policy period and in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

However, **criminal reward fund** does not apply where such information is directly or indirectly attributable to **you**, **your** auditors (whether internal or external), any individual hired or retained by **you** to investigate the commission or attempted commission of illegal acts, or any individuals with responsibilities for the supervision or management of the aforementioned individuals.

- Q. **Crisis management expenses** mean any reasonable and necessary fees incurred by **you** with **our** prior written consent for the employment of a public relations consultancy to avert or mitigate any material damage to any of **your** brands.
- R. **Cryptocurrency** means a digital or virtual currency secured by cryptography.
- S. **Cryptojacking event** means the unauthorised access to or **unauthorised use** of **your computer system** to mine for **cryptocurrency**.
- T. **Cryptojacking loss** means additional costs **you** incur that **you** would not have incurred in the absence of the **cryptojacking event**, including but not limited to electricity, natural gas, oil, technology subscription costs, or internet costs. **Cryptojacking loss** does not include reimbursement for any stolen or mined **cryptocurrency**.
- U. **C-Suite** means any of the Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Chief Information Security Officer, Chief Technology Officer, Chief Risk Officer, General Counsel and all persons serving in a functionally equivalent role for the **Named Insured** or any **subsidiary**.
- V. **Cyber-extortion and ransom event** means any credible threat or series of threats by a third party, other than an **employee** of **yours** or former **employee** with prior knowledge of the existence of this coverage for the purpose of demanding monies (including **cryptocurrency**) from **you**, by communicating the intent, or proving such intent has already been carried out, to:
- (i) release, divulge, disseminate, destroy or use **confidential information**, proprietary information, or personally identifiable information, stored on **your computer system**; or
 - (ii) alter, corrupt, damage, manipulate, misappropriate, delete, or destroy data, instructions, or any electronic information transmitted or stored on **your computer system**; or
 - (iii) conduct a **denial-of-service attack**; or
 - (iv) introduce an unauthorised **computer virus** or other material for the purpose of denying authorised users access to **your computer system**; or
 - (v) restrict or inhibit access to **your computer system**.
- W. **Cyber-extortion and ransom payments** mean the following amounts incurred with **our** prior written consent:
- (i) monies paid by **you** or on **your** behalf to a **third-party**, including payment by **cryptocurrency**, to terminate or end a **cyber-extortion and ransom event**; Such monies will not exceed the amount **we** reasonably believe the loss would have been in the absence of **cyber-extortion and ransom event** coverage; and
 - (ii) transaction fees paid by you to procure any **cryptocurrency** referenced in paragraph (i) above.
- X. **Cyber-extortion and ransom expenses** mean the following amounts incurred with **our** prior written consent:
- (i) those reasonable and necessary fees and expenses charged by an attorney designated by **us** to assist **you** in the investigation of or response to a **cyber-extortion and ransom event**; and
 - (ii) **forensic expenses**; and
 - (iii) **business continuity expenses**.
- Y. **Cyber operation** means the use of a **computer system** by, at the direction of, or under the control of a **state** to:
- (i) disrupt, deny access to or degrade functionality of a **computer system**, and
 - (ii) copy, remove, manipulate, deny access to or destroy information in a **computer system**.

Z. **Damages** means a monetary judgment, award or settlement including punitive and exemplary damages but only where insurable by the applicable law that most favours coverage for such punitive or exemplary damages.

However, **Damages** do not include:

- (i) past or future royalties, **your** past or future profits, restitution, disgorgement of profits, or the costs of complying with orders granting injunctive relief (except for defense of an action seeking solely injunctive relief), or other non-monetary relief, including specific performance, or any agreement to provide such relief; and
- (ii) return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided; and
- (iii) taxes; and
- (iv) treble or other damages that are assessed in part to punish or to deter others; and
- (v) **privacy regulatory defence and penalties**; and
- (vi) **PCI expenses and penalties**; and
- (vii) damages, fines or penalties pursuant to federal, state, tribal or local statutory law other than:
 - (a) compensatory damages; and
 - (b) statutory damages assessed in connection with a **privacy breach** or an **employee privacy breach**; and
 - (c) awards under the provisions of the copyright laws for non-wilful violations.
- (viii) liquidated damages; and
- (ix) disgorgement of any remuneration or financial advantage to which **you** are not legally entitled; and
- (x) actual or alleged unpaid license fees; and
- (xi) the value of or actual coupons, gift cards, promotional gift cards, prizes, awards, or discounts whether in paper, card, electronic or any other form or any other valuable consideration; and
- (xii) any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

AA. **Data** means machine-readable information irrespective of the way it is used or rendered, including but not limited to text, **digital media content** or images.

BB. **Data media** means hardware, or any other physical system or device used to store, process, read, amend or control any computer programs, text, digital media, voice or images.

CC. **Denial of service attack** means inability of a third party to gain access to **your computer system** through the internet due to unauthorised attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or **data** with the intent of blocking access to **your computer system**.

DD. **Designated incident response provider** means the company named as such in the Declarations.

EE. **Digital media content** means corporate data stored and transferred in digital form, including through computers or handheld computer devices, such as tablets, USB drives, compact discs and cellular/smart phones.

FF. **Directors and officers** mean all persons who were, or are principals, partners, directors, officers or members of the **c-suite** and all persons serving in a functionally equivalent role for the **Named Insured** or any **subsidiary**.

GG. **Employee** means any individual in the service of the **Named Insured** or a **subsidiary**, including any part-time, seasonal and temporary employee, who is compensated by salary, wages, fees or commissions and over whom the **Named Insured** or a **subsidiary** has the right to direct and control, but excluding any **directors and officers** of the **Named Insured** or a **subsidiary**.

HH. **Employee privacy breach** means a **privacy breach** involving personally identifiable information of **your employees** or **directors and officers**.

II. **Essential service** means a service that is essential for the maintenance of vital functions of a state including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

JJ. **First responder services** mean the initial contact made to a **designated incident response provider** and includes such services undertaken by the **designated incident response provider**, and other vendors or providers as deemed necessary by the **designated incident response provider**, to determine that additional actions are required. **First responder services** do not mean and will not include any actions beyond this initial determination.

- KK. **Forensic accounting costs** means those reasonable and necessary costs incurred with **our** prior written consent for a forensic accountant retained from **our** pre-approved panel to prepare your **business income** submission. However, if **you** chose to use a forensic accountant not on our pre-approved panel, **we** shall pay 50% of the **forensic accounting costs** with the remaining 50% being paid by **you**. The total amount of **forensic accounting costs** paid by **you** and **us** combined shall not exceed the sub-limit stated in the Declarations. However, an unapproved forensic account must be a **subject matter expert**.
- LL. **Forensic expenses** mean those reasonable and necessary expenses incurred with **our** prior written consent of outside computer forensic experts retained to determine the scope, cause, or extent of a **privacy and network security event**, **network interruption event** or **cyber-extortion and ransom event**.
- MM. **Hacker** attack means access to computer systems by a person not authorized to do so or in an unauthorised manner.
- NN. **Hardware replacement costs** mean reasonable and necessary costs incurred with **our** prior written consent to replace all or part of **your computer hardware** when a **designated incident response provider** determines that the **computer hardware** has been rendered non-functional or unfit for any part of their intended use or purpose by a **network interruption event** or **cyber-extortion and ransom event**. **Computer hardware** will be deemed to be non-functional or unfit when:
- (i) it cannot be restored to functionality after reasonable efforts have been made; and
 - (ii) it would be commercially unreasonable to incur costs to restore functionality.
- Hardware Replacement Costs** does not include:
- (i) expenses to restore, upgrade, update, replace or enhance **your computer hardware** to a condition beyond that which existed prior to the **network interruption event** or **cyber-extortion and ransom event**; and
 - (ii) expenses to restore, upgrade, update, replace or enhance **your computer hardware** not directly impacted by such aforementioned events; and
 - (iii) **betterment costs**.
- For purposes of this definition, **your computer hardware** includes only the equipment and components owned by **you** and under **your** operation and control.
- OO. **Incident Response Expenses** means **crisis management expenses**, **forensic expenses** and **privacy breach expenses**.
- PP. **Impacted state** means any **state** where a **cyber operation** has had a major detrimental impact on:
- (i) the functioning of that **state** due to disruption to the availability, integrity or delivery of an **essential service** in that **state**, and/or
 - (ii) the security or defence of that **state**.
- QQ. **Multimedia content** means communicative material of any kind or nature for which **you** are responsible, including but not limited to words, pictures, sounds, images, graphics, artificial intelligence, code or data, regardless of the method or medium of communication of such material and when such material is intended to inform others of **your** products, services and/or activities.
- Multimedia content** does not include any, tangible goods or products that are manufactured, produced, processed, prepared, assembled, packaged, labelled, sold, handled or distributed by **you** or others trading under **your** name and **multimedia content** does not include communicative materials created via generative artificial intelligence software or tools and does not include machine learning training data.
- RR. **Multimedia wrongful act** means the following but only when such conduct arises out of **your** dissemination of **multimedia content**:
- (i) disparagement or harm to the reputation or character of any person or organization, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish; and
 - (ii) plagiarism, piracy or misappropriation of ideas; and
 - (iii) infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name; but not actual or alleged infringement of any patent or trade secret.

- SS. **Named Insured** means the entity identified as such in the Declarations.
- TT. **Net Income** means revenues generated less the costs associated with making and selling products and/or the costs associated with providing services, such costs are often detailed on the profit and loss statement as Costs of Goods Sold (COGS) or saved expenses.
- UU. **Network interruption event** means:
- (i) a **network security breach**; and
 - (ii) **unauthorised use**; and
 - (iii) a **denial-of-service attack**; and
 - (iv) accidental damage or destruction to **data media** so that stored **data** is not machine readable or accessible; and
 - (v) **artificial intelligence event**; and
 - (vi) **operational error**; and
 - (vii) **system failure**.
- VV. **Network security breach** means the malicious, intentional and wilful misuse of **your computer system** to modify or delete data or deny legitimate user access to **your computer system**; except, however, for purposes of Insuring Agreement B.(ii), **network security breach** shall mean the malicious, intentional and wilful misuse of a **service provider computer system** to modify or delete data or deny legitimate user access to that **service provider computer system**.
- WW. **Operational error** means the unintentional, accidental, negligent act, error or omission in entering or modifying **data** (including the damage or deletion thereof), or in creating, handling, developing, modifying, or maintaining the **data**, or in the ongoing operation or maintenance of **your computer system** or a **service provider computer system** by **you** or on **your** behalf.
- XX. **PCI action** means an action brought against **you** directly or indirectly by a payment card association or through a bank or payment card processor against **you** for non-compliance with the Payment Card Industry Data Security Standard.
- YY. **PCI expenses and penalties** means:
- (i) reasonable and necessary fees and expenses charged by an attorney designated by **us** and incurred with **our** prior written consent to defend any **PCI action**; and
 - (ii) fines, penalties, assessments or sanctions imposed against **you** by or on behalf of a payment card association for non-compliance with the Payment Card Industry Data Security Standard and relating to a **privacy and network security event** covered under Insuring Agreement E of this policy.
- PCI expenses and penalties** does not mean any charge backs, interchange fees, discount fees or prospective services fees, none of which are covered under this policy and **PCI expenses and penalties** does not include **privacy regulatory defence and penalties**.
- ZZ. **Period of restoration** means the period that begins the date on which the **network interruption event** begins and ends one hundred and eighty (180) days after the date on which the **network interruption event** begins or the date on which **your computer system** is restored to an equivalent functionality and service that existed prior to the **network interruption event**, whichever is sooner.
- AAA. **Period of reputational restoration** means the one hundred and eighty (180) day period that begins on the date the **adverse media campaign** begins.
- BBB. **Pollutant** means any pollutant or contamination of any kind, including:
- (i) Smoke, vapour, soot, fumes, acid, alkali, chemicals or waste; or
 - (ii) Ionizing radiation or contamination by radioactivity from nuclear fuel, or nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - (iii) Mould, mildew, spores, fungi, mycotoxins, organic pathogens, or other micro-organisms; or
 - (iv) An electromagnetic field, electromagnetic radiation or electromagnetism; or
 - (v) Asbestos, asbestos fibres or asbestos dust; or
 - (vi) Any solid, liquid, gaseous or thermal irritants or contaminants.

CCC. **Privacy and network security event** means:

- (i) **privacy breach**; and
- (ii) **employee privacy breach**; and
- (iii) **unauthorised use**; and
- (iv) negligent and inadvertent transmission by **you** to a third party of any **computer virus**; and
- (v) the unauthorised transmission of any **confidential information** through the use of **artificial intelligence technology**; and
- (vi) the unauthorised transmission of any **confidential information**.

DDD. **Privacy breach** means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of **your** privacy notice, or breach of a person's right of publicity, public disclosure of personally identifiable financial or medical information or misappropriation of a person's picture or name for commercial gain by **you** or others for whom **you** are legally responsible. **Privacy breach** also includes any breach of **privacy regulations**, whether such breach involves information stored in electronic form or in paper form.

EEE. **Privacy breach expenses** mean:

- (i) privacy legal expenses which are those reasonable and necessary fees charged by an attorney designated by **us** and incurred with **our** prior written consent for the provision of legal advice necessary to respond to or investigate a **privacy and network security event**;
- (ii) customer notification expenses which are those reasonable and necessary expenses, including postage expenses and related advertising expenses, incurred by **you** with **our** prior written consent to notify affected individuals of a **privacy and network security event** that results in the compromise or potential compromise of their personal information maintained by **you** or by a third party on **your** behalf; and
- (iii) customer support and monitoring service expenses which are those reasonable and necessary expenses **you** incur with **our** prior written consent for the establishment of a call centre to respond to inquiries by individuals affected by a **privacy and network security event** that results in the compromise or potential compromise of their personal information maintained or otherwise residing on **your computer systems**. Customer support and monitoring service expenses shall also include the provision of credit monitoring and/or identity theft insurance but only where available in the country where the affected individuals reside for individuals affected by a **privacy and network security event** when required by law or by a court judgment or administrative order, or when offered on the advice of counsel or a **designated incident response provider** to mitigate potential loss associated with a **privacy and network security event**.

Privacy breach expenses do not include any salaries or wages of **your employees** or **directors and officers**, **your** overheads, fees of in-house attorneys or other charges **you** incur for any time that **you** spend in cooperating in the defence and investigation of any **privacy breach**, **employee privacy breach**, **claim** or circumstances which might lead to a **claim** under this policy.

FFF. **Privacy regulations** mean those similar statutes and regulations worldwide that are associated with the control and use of personally identifiable information, including financial or medical information, as they currently exist or amended in the future. **Privacy regulations** shall not include any of the statutes or regulations referenced in Section 5. Exclusions.

GGG. **Privacy regulatory defence and penalties** means:

- (i) fees charged by an attorney designated by **us** and incurred with **our** prior written consent to defend a **regulatory action**; and
- (ii) all other reasonable and necessary fees, costs and expenses incurred in the investigation, adjustment or appeal of a **regulatory action** if incurred by **us**, or by **you** solely with **our** prior written consent; and
- (iii) fines, penalties or sanctions imposed by a federal, state, tribal, or local regulatory body as a result of a **privacy breach** or **employee privacy breach**, but only where insurable by law.

Privacy regulatory defence and penalties does not include **PCI expenses and penalties**.

HHH. **Property damage** means injury to, impairment, destruction, corruption or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured or destroyed.

- III. **Regulatory action** means regulatory actions and investigations commenced by a national, state, province or local regulatory body as a result of an actual or alleged **privacy and network security event** resulting in a **privacy breach** or **employee privacy breach**.
- JJJ. **Reputational Business Income** means the **net income** which would have been earned or incurred during the **period of reputational restoration** had no **reputational damage** occurred. **Reputational business income** does not include **business income**.
- KKK. **Reputational Damage** means damage to **your** brand or reputation directly resulting from an **adverse media campaign** that relates solely to a **privacy and network security event** or a **network interruption event** covered under this policy.
- LLL. **Restoration expenses** mean the necessary and reasonable expenses paid to a third-party to:
- (i) preserve, minimize or mitigate further on-going impairment to **data**; and
 - (ii) restore **data** that has been impaired to a substantially similar condition as it existed immediately prior to a **network interruption event** or a **cyber-extortion and ransom event** including the recollection and reconstitution of such **data** from non-electronic sources in the event it cannot be restored from back-up or original **data**.
- provided however:
- (i) if such **data** cannot be restored as described above, **restoration expenses** shall mean the necessary and reasonable expenses paid to a third-party to attempt restoration as described above and to reach a determination the **data** cannot be restored; and
 - (ii) that **restoration expenses** shall not mean, and this policy shall not cover any:
 - (a) research or development expenses; and
 - (b) expenses to identify or remediate software program errors or vulnerabilities; and
 - (c) expenses to restore, upgrade, replace or enhance security, except as otherwise covered by Insuring Agreements B. (iii) and H; and
 - (d) expenses to restore, upgrade, update, replace or enhance **data** to a condition beyond that which existed prior to the **network interruption event or cyber-extortion and ransom event**; and
 - (e) the economic or market value of, consequential loss or damages related to, or lost market share, profits or royalties related to such **data**, including without limitation any loss of value with respect to any trade secret or proprietary information, or any erosion of intellectual property rights; and
 - (f) legal costs or legal expenses, or fines, penalties or loss arising out of any liability to third parties.
- MMM. **Retroactive date** means the date identified in the Declarations.
- NNN. **Service provider** means the entities providing IT services to **you** and as identified on the Service Provider Schedule. In the absence of a Service Provider Schedule **service provider** means all entities providing IT services to **you** under written contract; however, this shall not include internet service provider, telecommunications provider, utility provider or other public infrastructure provider.
- OOO. **Service provider computer system** means a **computer system** that is owned, leased, or relied upon by a **service provider** in order to provide their IT services to **you**.
- PPP. **Software replacement costs** mean the reasonable and necessary costs **you** incur with **our** prior written consent to purchase replacement software licenses when a **designated incident response provider** recommends the replacement of such licenses is necessary to recover from a **network interruption event** or **cyber-extortion and ransom event**. Such replacement software licenses shall not include costs to upgrade **computer systems** as a result of incompatible **computer hardware**
- QQQ. **State** means sovereign state and any non-member observer state as classified by the United Nations

RRR. **Subject Matter Expert** means an expert in the field of:

- (i) **privacy and network security events**; or
- (ii) **network interruption events**; or
- (iii) **cyber-extortion and ransom events**; or
- (iv) **cryptojacking events**; or
- (v) **multimedia wrongful acts**; and
- (vi) **technology wrongful acts**.

However, the **subject matter expert** is only required to be an expert in the field where the dispute cannot be resolved.

SSS. **Subsidiary** means any entity in which **you** either directly or indirectly through one or more other entities:

- (i) own more than 50% of the issued share or equity capital or voting rights; or
- (ii) controls the composition of the board of directors.

TTT. **System Failure** means any sudden, unexpected, and continuous downtime of **your computer system** or a **service provider computer system** which renders it incapable of supporting its normal business function and is caused by an application bug, an internal network failure or hardware failure.

System Failure does not include any deliberate act of recklessness.

UUU. **Technology wrongful act** means any actual or alleged breach of duty, negligent misrepresentation, act, error, omission, or any unintentional breach of contract in the rendering or failure to render **your technology professional services**.

VVV. **Technology professional services** means services performed by **you** or on **your** behalf for **your** customers or clients in the course of **your business** and arising from **your** activities, advice or products with respect to the design, development, installation, integration, configuration, or data processing of information technology or **computer system** development, web design and content delivery, as well as any specific technology professional services agreed and included in a supplementary schedule to this policy.

WWW. **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization committed for political, religious, ideological or similar purposes including the intention to influence any government and/or business and/or to put the public, or any section of the public, in fear.

XXX. **Unauthorised use** means **your** failure to prevent a party (including **your employees** who are not **directors and officers**) from obtaining unauthorised access to, using or tampering with **your computer systems** including:

- (i) **hacker attack**; and
- (ii) **computer virus** attack; and
- (iii) the physical theft of paper documents, hardware or firmware that is owned or controlled by **you** on which information is stored and for which **you** are responsible.

YYY. **Voluntary shutdown** means a shutdown of all or part of **your computer system** instigated by **you** in an attempt to prevent or mitigate any interruption or degradation of **your computer system** resulting from a **privacy and network security event**, **network interruption event** or **cyber-extortion and ransom event** that occurred during the policy period but only where such shutdown is deemed, in **your** reasonable opinion, appropriate in order to reduce the loss of **business income**, **restoration expenses** or **business continuity expenses** due to the interruption or degradation.

ZZZ. **Waiting period** means the amount of time, as set forth in the Declarations, that must elapse before any **business income**, **restoration expenses** or **business continuity expenses** are payable under the Policy. The **waiting period** applies to each **period of restoration**.

AAAA. **War** means armed conflict involving physical force:

- (i) by a **state** against another state, or
- (ii) as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power, whether **war** be declared or not.

BBBB. **We, us or our** means the Underwriters providing this insurance.

CCCC. **You or your or yours** means:

- (i) the legal entity(s) stated as the **named insured** in the Declarations; or
- (ii) any **subsidiary** of the **named insured**, but only with respect to any circumstances that occur while it is a **subsidiary** and otherwise covered by this policy; or
- (iii) any past or present:
 - (a) **directors and officers**; or
 - (b) trustee; or
 - (c) **employee**; or
 - (d) in the event that **you** are a partnership, limited liability partnership, or limited liability company, then any general or managing partner or principal, stockholder, owner thereof, but only while (a) through (d) above were acting within the scope of their duties as such; or
- (iv) any **agent** or independent contractor, including distributors, licensees and sub-licensees, but only while acting on **your** behalf or at **your** direction, and under **your** control; or
- (v) any entity whom **you** are required by contract to add as an insured under this policy, but only for **your** actions and with **our** prior consent.

5. Exclusions

We shall not be liable for any **covered matters** or **covered amounts** directly or indirectly arising out of, based upon, or in any way attributable to:

A. **Act of Terrorism**

any act of **Terrorism**.

B. **Antitrust and unfair competition**

any actual or alleged antitrust, restraint of trade, unfair competition, false, deceptive or unfair business practices, violation of consumer protection laws, including violations of any local, tribal, state or federal laws regarding the aforementioned conduct other than when asserted as part of a **claim** arising out of a **privacy and network security event**.

C. **Bodily injury and property damage**

bodily injury or **property damage**; except, however, this exclusion does not apply to:

- (i) the wrongful infliction of mental injury, mental anguish, humiliation, shock, or emotional distress alleged in a **claim** arising out of a **privacy and network security event** under Insuring Agreement E.
- (ii) **hardware replacement costs** covered under Insuring Agreement B. (iii).
- (iii) **betterment costs** covered under Insuring Agreement H.

D. **Conformance with advertising**

any actual or alleged failure of any products designed, manufactured, marketed or sold by **you** or on **your** behalf to conform with any advertisements or representations made by **you** or on **your** behalf, or to perform as advertised or promised. However, this exclusion shall only apply to **claims** under Insuring Agreement F.

E. **Employment practices**

any employer-**employee** relations policies, practices, acts, or omissions, any actual or alleged misconduct with regard to **employees**. However, this exclusion shall not apply to **employee privacy breaches**.

F. **FCRA**

any actual or alleged violation of the Fair Credit Reporting Act, as amended, or any similar federal state or local law.

G. **Fraudulent and malicious acts**

Based upon or arising out of any deliberate, dishonest, fraudulent, or criminal acts by **you** acting with the knowledge or consent of your **directors and officers**, however this exclusion shall not apply to **claims expenses** incurred in defending any such **claim**, alleging the foregoing until such time that there is an admission or a final non-appealable adjudication establishing such conduct in the underlying action, at which time **you** shall reimburse **us** for all such **claims expenses** incurred. Only facts pertaining to knowledge possessed by **your directors and officers** shall be imputed to all of **you**

H. **Fraudulent instructions**

any actual or alleged transfer, payment or delivery of funds, monies or securities from one party to another resulting from:

- (i) any instruction to a financial institution which purports to have been transmitted or issued by **you** (including any of **your employees, directors and officers**), but which was in fact fraudulently transmitted or issued by someone else; or
- (ii) any instruction to a financial institution which was originally issued by **you** (including any of **your employees, directors and officers**), but which was subsequently forged or altered by someone else; or
- (iii) the intentional misleading or deception of **you** (including any of **your employees, directors and officers**) by any person falsely purporting to be someone else.

I. **Government mandated shutdown**

any shutdown of all or part of **your computer system** or of **your** business or operations by order of any governmental authority.

J. **Harassment or discrimination**

any actual or alleged harassment or discrimination of any kind, including, but not limited to, age, colour, race, gender, creed, national origin, marital status, sexual preference, disability or pregnancy.

K. **Inaccurate pricing**

the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services or the quality of goods, products, or services.

L. **Infrastructure**

based upon or arising out of any actual or alleged failure, interruption or degradation of service provided by an internet service provider, telecommunications provider, utility provider or other public infrastructure provider (i.e., power, satellite, internet and water). However, this exclusion will not apply when arising from:

- (i) infrastructure under **your** direct operational control; or
- (ii) services of **service providers**, however such **service providers** do not include internet service providers, telecommunications providers, utility providers or other public infrastructure providers when acting in those infrastructure capacities.

M. **Insured versus Insured**

any **claim** made by one insured party against another insured party; however, this exclusion does not apply with respect to a **claim** made by a current or former **employee** as a result of an **employee privacy breach**.

N. **Market fluctuations**

any trading losses or trading liabilities (including commissions or fees) resulting from the fluctuation of any stock, share, asset, security or currency on any financial markets or exchanges.

O. **Manufacturing**

any actual or alleged negligence in the design or manufacturing of tangible goods or products including but not limited to the design, development, manufacturing, production, processing assembly, packaging, handling selling/reselling, installation, consulting, plan specification, labelling, packing, instructions for use or maintenance of tangible goods or products.

P. **Organized crime**

any actual or alleged violation of the Organized Crime Control Act of 1970 (Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any federal, state, tribal, or local law similar to the foregoing, whether such law is statutory, regulatory or common law.

Q. **Outside activities**

any **covered matter** arising out of **your** activities as a trustee, partner, **director and officer**, or **employee** of any employee trust, charitable organization, corporation, company or business other than that of the **Named Insured** or **subsidiary**.

R. **Patent and trade secret**

any actual or alleged infringement by **you** of any patent or trade secret.

S. **Physical event** any fire, smoke, flood, earthquake, volcanic eruption, explosion, storm, subsidence lightning, wind, hail, tidal wave, landslide, riot, subterranean fire or act of God or any other physical event however caused.

T. **Pollutants**

an actual, alleged or threatened presence, discharge, dispersal, release, or escape of a **Pollutant**; or a governmental or regulatory directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise a **Pollutant**, or in any way respond or assess the effects of a **Pollutant**.

U. **Prior knowledge**

any acts, facts or circumstances occurring on or before the inception date of this policy where **your directors and officers** knew or could have reasonably foreseen that such acts, facts or circumstance might be expected to be the basis of a **covered matter**.

V. **Prior notification**

any **covered matter** or circumstance previously notified to a prior insurer.

W. **Prohibited, restricted and regulated activities**

the sale, provision or marketing of prohibited, restricted or regulated items, including, but not limited to, alcoholic beverages, firearms, tobacco and related products (including vaping devices and products), or drugs whether considered legal or illegal. However, this exclusion shall only apply to **claims** under Insuring Agreement F.

X. **Professional services**

any actual or alleged negligent breach of duty, negligent misrepresentation, or negligent act, error or omission in the rendering of professional services; and/or any actual or alleged failure to render professional services. However, this exclusion does not apply to Insuring Agreement G.

Y. **Radioactive Contamination**

- (i) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (v) Any chemical, biological, bio-chemical or electromagnetic weapon.

Z. **Retroactive date**

any facts, acts, circumstances, events or transactions first committed prior to the **retroactive date** of this policy or any interrelated or continuing facts, acts, circumstances, events or transactions where the first such fact, act, circumstance, event or transaction first occurred prior to the **retroactive date** of this policy.

AA. **Shareholders and securities**

any allegations, demands or lawsuits by **your** current or former shareholders against **you** or **your directors and officers** for any actual or alleged breach of fiduciary duties, or for any actual or alleged violation of any securities laws or regulations.

BB. **Theft of funds**

any actual or alleged loss, theft, or transfer of **your** funds, monies, asset or securities, of the funds, monies of securities of others in **your** care, custody or control, or in the care, custody or control of any third party for whom **you** are legally liable, including the value of any funds, monies or securities transferred by **you** or others on your behalf.

CC. **Unsolicited marketing and communications**

distribution of unsolicited marketing materials by means of email, direct mail, SMS, chat room postings, bulletin board postings, news group postings, pop-up or pop-under internet advertising, facsimile blasting, direct mailing or telemarketing or any actual or alleged violation of the CAN-SPAM Act 2003 or any subsequent amendments to that act or the Telephone Consumer Protection Act of 1991 or any subsequent amendments to that act or any law, regulation or statute relating to unsolicited communication, distribution, marketing, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

DD. **War**

- (i) directly or indirectly arising from a **war**, and/or
- (ii) arising from a **cyber operation** that is carried out as part of a **war**, or the immediate preparation for a **war**, and/or
- (iii) arising from a **cyber operation** that causes a **state** to become an **impacted state**.

However, paragraph DD. (iii) shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the **insured** or its third-party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

EE. **Wrongful collection of data**

Any actual or alleged unlawful, immoral or unjust collection, acquisition, or use of **data**; or any actual or alleged failure to comply with a legal requirement to provide individual-suites or entities with the ability to assent to or withhold assent (e.g. opt-in or opt-out) to the collection, acquisition, or use of **data** whether the aforementioned is carried out by **you** or by a third-party.

6. General Conditions

A. **Limit of Liability**

The Limit of Liability set forth in Declarations or any Sub-limit as identified in the Declarations or the Service Provider Schedule where present shall be the limit of **our** liability for each **covered matter**, including expenses, where applicable, arising under each Insuring Agreement.

Our aggregate liability for all **covered amounts** on account of all **covered matters** under this policy, shall be the Limit of Liability set forth in the Declarations or any Sub-limit as identified in the Declarations or any Endorsements.

In the event of the exhaustion of the Limit of Liability by payment of **covered amounts**, **we** shall have no further liability whatsoever.

The Limit of Liability for the Automatic and/or Additional Extended Reporting Period, if applicable shall be part of, and not in addition to, the Limit of Liability for the policy period.

Any Sub-limit as identified in the Declarations, the Service Provider Schedule where present or any Endorsements is part of, and not in addition to, the Limits of Liability set forth in the Declarations.

B. **Deductible**

The Deductible stated in the Declarations, or any Deductible identified in the Service Provider Schedule where present shall be satisfied by payments by **you** and apply to all **covered amounts** or any combination thereof resulting from **covered matters** notified during the policy period and the Automatic or Additional Extended Reporting Period, if any. **We** will only be liable for amounts excess of any Deductible and not exceeding the Limit of Liability, or Sub-limits of Liability, as stated in the Declarations or the Service Provider Schedule.

C. **Multiple or Related Facts**

Multiple **covered matters** arising from or related to the same or continuing facts, acts, circumstances, events or transactions shall be considered a single **covered matter** for the purposes of the Limit of Liability and Deductible. All such **covered matters** shall be deemed to have taken place at the time the first such **covered matter** occurs and deemed reported to **us** at the earliest time the first such **covered matter** is notified in accordance with 6. General Conditions E. Notice/Claims Reporting Provisions.

In the event a **covered matter** triggers more than one Insuring Agreement of this policy, only one Limit of Liability and one Deductible as stated in the Declarations, or the Service Provider Schedule where present shall apply. In such event, only the highest of the applicable Limits of Liability and Deductibles shall apply.

D. **Extended Reporting Provisions**

Automatic Extended Reporting Period

- (i) If either **you** or **us** shall cancel or non-renew this policy, **you** shall have the right following the effective date of such cancellation or non-renewal, to a period of sixty (60) days in which to give written notice to **us** of any **claim** first made against **you** prior to the end of the policy period, provided that any actual or alleged acts, facts or circumstances occurred prior to the end of the policy period and are otherwise covered by this policy. This provision is only applicable to insuring clauses D, E, F and G.
- (ii) The Limit of Liability for the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the policy period.

Additional Extended Reporting Period

- (i) In the event of cancellation or non-renewal of this insurance by **you** or **us** and solely in the event that **you** are not insured under any policy providing the type of coverage(s) **you** had pursuant to this policy, **you** shall have the right, upon payment of an additional premium, to purchase an Additional Extended Reporting Period for twelve (12) months at 100% of the total annual policy premium, twenty-four (24) months for 175% of the total annual policy premium or thirty-six (36) months for 225% of the total annual policy premium for **claims** first made against **you** and notified to **us** during the Additional Extended Reporting Period, committed on or after the **retroactive date** and before the end of the policy period, subject to the conditions set forth herein. In order for **you** to invoke the Additional Extended Reporting Period option, **you** must pay **us** the additional premium in full within thirty (30) days of the non-renewal or cancellation. This provision is only applicable to insuring clauses D, E, F and G.
- (ii) The Limit of Liability for the Additional Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the policy period.
- (iii) **Your** right to the Additional Extended Reporting Period shall not be available where cancellation or non-renewal by **us** is due to non-payment of premium or **your** failure to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable Deductible.
- (iv) All notices and premium payments with respect to the Additional Extended Reporting option shall be directed to **us** through the entity named in Declarations.
- (v) At the commencement of the Additional Extended Reporting Period the entire premium shall be deemed earned; in the event that **you** terminate the Additional Extended Reporting Period for any reason prior to its natural expiration, **we** will not be liable to return any premium paid for the Additional Extended Reporting Period.

E. **Notice/Claims Reporting Provisions**

- (i) If **you** discover any **privacy and network security event** or **cryptojacking event**, **you** shall as soon as practicable notify **us** through the persons named in the Declarations of such **privacy and network security event** or **cryptojacking event** and in no event after the policy period ends.
- (ii) If any **claim** under Insuring Agreements E, F, or G is made against **you**, **you** shall as soon as practicable, and in no event after the policy period ends, forward to **us** through the person named in the Declarations every letter of claim, demand, notice, summons or other process received by **you** or **your** representative.
- (iii) If **you** discover or learn of any **network interruption event**, **you** shall as soon as practicable, and in no event after the policy period ends, notify **us** of the **network interruption event** if:
 - (a) **you** intend to retain counsel or any service providers in connection with the **network interruption event**; or
 - (b) the **network interruption event** is not resolved within seventy-two (72) hours of its discovery; or
 - (c) the **network interruption event** results in a complete failure of **your computer system**; or
 - (d) **you** expect the costs associated with the **network interruption event** to exceed fifty per cent (50%) of your Deductible.

You shall provide such notification to **us** through the person named in the Declarations, and **you** shall keep **us** fully informed of all developments concerning such **network interruption event** identified in paragraphs (a) – (d) above.

- (iv) Upon discovery of any **cyber-extortion and ransom event**, **you** must as soon as practicable notify **us** through the person named in the Declarations, but no more than forty-eight (48) hours of any such **cyber-extortion and ransom event** and keep **us** fully informed of all developments concerning such **cyber-extortion and ransom event**.
- (v) If during the policy period, **you** first become aware of any circumstance that could reasonably be the basis for a **covered matter** **you** must provide written notice to **us** through the person named in the Declarations during the policy period of:
 - (a) the specific details that could reasonably be the basis for a **covered matter**; and
 - (b) the injury or damage which may result or has resulted from the circumstance; and
 - (c) the facts by which **you** first became aware of this.

Any subsequent **covered matter** arising out of such circumstance made against **you** that is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **us** and will be subject to the Limit of Liability stated in the Declarations or any Sub-limit as identified in the Declarations, the Service Provider Schedule or any Endorsements.

- (vi) A **covered matter** or circumstance shall be considered to be notified to **us** when written notice is first given to **us** through persons named in the Declarations as required by paragraphs (i) – (v) above.

F. **Fraudulent Claims**

If **you** make any **claim** or other notification under this policy knowing the same to be false or fraudulent, as regards amount or otherwise, all coverage under this policy for that **claim** or notification shall be forfeited, but only with respect to those of **you** who personally participated in making the **claim** or notification or had personal knowledge that the **claim** or notification was false or fraudulent.

G. **Your Duties**

- (i) In the event of a **covered matter** or circumstance as covered by this policy, **you** shall at all times cooperate with **us**. At **your** own cost, **you** shall make available **your employees** and/or **your directors and officers** to assist in the defence or investigation of any claim and to reduce or avoid circumstances that might lead to a **covered matter** under this policy.
- (ii) **You** shall at **your** own expense take all reasonable precautions to prevent and thereafter mitigate **covered amounts** at all times.

(iii) It is a condition to coverage under this Policy, **you** shall not admit liability, make any payment, assume any obligations, incur any **covered amounts**, enter into any settlement, stipulate to any judgment or award or otherwise dispose of or resolve any **covered matter** without **our** prior written consent. Notwithstanding the foregoing, **you** do not need **our** prior written consent for **incident response expenses, claims expenses, restoration expenses or business continuity expenses** that must be incurred on an emergency basis, provided that such **incident response expenses, claims expenses, restoration expenses or business continuity expenses** were incurred with the guidance or approval of a **designated incident response provider** to defend any **claim** or assist **you** in responding to a **privacy and network security event, network interruption event or cyber-extortion and ransom event**.

Expenses incurred by **you** in assisting and cooperating with **us** as described above do not constitute **covered amounts** under this policy and will not be paid by **us**.

H. **Business income calculation**

The calculation of **business income** shall be based on an analysis of **your** revenues and costs generated during each month of the twenty-four (24) months prior to the loss occurring and will also consider the reasonable projection of future profitability had no loss occurred and will include all material changes in market conditions that would affect the future profits generated.

Your requests for indemnity shall be accompanied by a computation of the loss of **business income**. This shall set out in detail how the loss has been calculated and what assumptions have been made. **You** will produce any documentary evidence, including but not limited to any applicable reports, books, bills, invoices and other vouchers and copies that **we** may require, and **you** will afford every assistance in **our** investigations.

You can select a loss adjuster or forensic accountant from **our** pre-approved panel to prepare your **business income** loss calculation and in doing so, **we** shall agree to the resultant **business income** loss calculation however, if **you** select a loss adjuster or forensic accountant not on **our** pre-approved panel, **we** shall retain the right to challenge said **business income** loss calculation.

I. **Other insurance**

The cover provided by this policy shall provide primary coverage for any **privacy and network security event, network interruption event, PCI action, cyber-extortion and ransom event, cryptojacking event or regulatory action** covered by this policy. The cover provided by this policy shall provide excess coverage over and above any other valid insurance, (including any deductible portion) or agreement of indemnity available to **you** for any **claim** arising out of a **multimedia wrongful act, technology wrongful act** or the loss of **business income** or the loss of **reputational business income**.

J. **Legal Action Against Us**

No person or organization has a right under this policy to:

- (i) join **us** as a party or otherwise bring **us** into a suit asking for **damages** from **you**; or
- (ii) sue **us** under this policy in the absence of compliance with all of the terms and conditions of this policy by **you**.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial, but **we** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, by **you**, and by the claimant or the claimant's legal representative.

K. **Sanctions Limitation Clause**

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

L. **Subrogation**

In the event **we** are required to make any form of payment under this policy, **we** shall be subrogated to all **your** rights of recovery against any person or organization, and **you** must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** must not do anything to prejudice such rights. Subrogation recovery shall reimburse **us** for all **covered amounts**, as well as costs of pursuing the subrogation. Additional amounts, if any, shall be remitted to **you** to the extent of **your damages** paid.

M. **Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this insurance or stop **us** from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, such endorsement signed by **us**.

N. **Mergers and Acquisitions**

If during the policy period the **Named Insured** acquires more than fifty per cent (50%) of the issued share or equity capital or voting rights or the **Named Insured** takes control of the composition of the board of directors of any entity that entity shall become a **subsidiary** provided that entity does not represent more than a fifteen per cent (15%) increase in the **Named Insured's** total gross revenue as of the date of the acquisition.

Where such entity represents an increase in the **Named Insured's** total gross revenue of more than fifteen per cent (15%), that entity shall be deemed a **subsidiary** but only upon the condition that within thirty (30) days of it becoming a **subsidiary**, the **Named Insured** shall have provided **us** with full particulars of the new **subsidiary** and agree to any additional premium and/or amendment of the provisions of this policy required by **us**.

Such amendment may require that **you** pay additional premium and/or provide full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by **us** relating to such new **subsidiary**.

An entity ceases to be a **subsidiary** at such time the **Named Insured** ceases to own more than fifty per cent (50%) of the issued share or equity capital or voting rights and the **Named Insured** ceases to control the composition of the board of directors of that entity.

O. **Change in Control**

In the event that **you** consolidate with, merge with or are acquired by another entity, such that **you** are not the surviving entity, this policy shall continue to apply but only with respect to:

- (i) Any **claim** made during the policy period arising out of any actual or alleged acts facts, or circumstances which occurred: and
- (ii) Any other **covered matters**, which were committed or occurred

on or after the **retroactive date** and prior to the date of such consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage under this policy, and **you** have agreed to any additional premium and terms of coverage required by **us**.

P. **Assignment**

This policy may not be assigned to any party without **our** written consent.

Q. **Cancellation**

- (i) This policy may be cancelled by **you** by surrender thereof to **us** or by mailing to **us** through the entity named in the Declarations written notice stating when thereafter the cancellation shall be effective. **We** may only cancel this insurance because **you** have failed to pay a premium when due and by mailing a written notice of cancellation to **you** via the entity named in the Declarations stating when not less than ten (10) days thereafter such cancellation shall be effective.
- (ii) If **you** cancel this insurance, thirty per cent (30%) of the premium shall be deemed earned upon inception of this policy, and the remaining earned premium shall be computed on a pro-rata basis. Notwithstanding the foregoing, the premium shall be deemed fully earned if any **covered matter** is notified to **us** on or before the date of cancellation.

R. **Warranty by You**

By acceptance of this policy, **you** agree that the statements contained in any submission for insurance and any supplemental materials submitted therewith are **your** agreements and representations, which shall be deemed material to the risk assumed by **us**, and that this policy is issued in reliance upon the truth thereof. The misrepresentation or non-disclosure of any matter by **you** or **your** agent in any submission materials submitted to **us** will render this policy null and void and relieve **us** from all liability under this policy.

Any submission materials submitted to **us** are deemed incorporated into and made a part of this policy.

S. **Dispute Resolution**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this policy or the subject matter hereof promptly by negotiation. If the dispute has not been resolved by negotiation within forty-five (45) days of the disputing party's notice, the parties may submit the dispute to non-binding mediation by a **subject matter expert**. All applicable statutes of limitations and defences based upon the passage of time shall be tolled while the procedures specified herein are pending. The parties will take such action, if any, required to effectuate such tolling.

The parties agree that no suit will be filed by either party against the other party seeking resolution of any dispute arising out of or relating to this policy until the parties have attempted to negotiate a resolution and no sooner than thirty (30) days after the conclusion of mediation by a **subject matter expert**, if any.

T. **Governing Law and Jurisdiction for Disputes**

This insurance shall be governed by and constructed in accordance with the law stated in the Declarations as the Choice of Law, and any dispute in connection with this insurance between **you** and **us** shall be subject to the exclusive jurisdiction of the Courts stated in the Declarations.

U. **Territorial Limits**

Cover is granted under this policy for **covered matters** which occur within the Territorial Limit specified in the Declaration.

SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

5 October 2023

SPECIMEN

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. 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, 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. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is: USD 1%

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER USD100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder / Applicant's Signature

Syndicate on behalf of certain
Underwriters at Lloyd's

Print Name

Policy Number

Date

LLOYD'S CCPA PRIVACY POLICY¹

UNDERWRITERS AT LLOYD'S, LONDON

This CCPA Privacy Policy explains how Certain Underwriters at Lloyd's, London ("we" or "us") collect, use, and disclose personal information subject to the California Consumer Privacy Act ("CCPA"), as amended (including by the California Privacy Rights Act). "Personal information" is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident ("consumer") or household. This CCPA Privacy Policy also describes the privacy rights of California consumers and how they can exercise those rights.

The CCPA may apply to personal information we collect in connection with providing products or services to businesses and providing products or services to individuals. The CCPA does not apply to certain types of information, such as information subject to the Gramm-Leach-Bliley Act ("GLBA") or the Fair Credit Reporting Act ("FCRA"). This means that this CCPA Privacy Policy may not apply to personal information that we collect about individuals who seek, apply for, or obtain insurance products or services for personal, family, or household purposes.

PERSONAL INFORMATION WE COLLECT

We may collect, and in the past 12 months, may have collected, the categories of personal information described below from the sources described below. Some of this personal information may be subject to GLBA or FCRA.

Directly From You

We may collect, and in the past 12 months may have collected, the following categories of personal information about you that you include in your application or other forms that you submit, or that you otherwise provide to us:

- [Personal identifiers, such as name, postal address, email address, policy number, or account number
- Customer records information, such as financial information or phone number
- Protected information, such as gender, age, or marital status
- Commercial information, such as records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, or transaction or account information
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation
- Sensitive personal information, such as Social Security number, driver's license number, or passport number; financial account information; racial or ethnic origin; religious beliefs; health insurance information or other information about health; and sexual orientation]²

From Our Affiliates and Third Parties

We may collect the following categories of personal information about you from our affiliates and other third parties, such as agents, brokers, consumer reporting agencies, or loss adjusters:

- [Personal identifiers, such as name, postal address, email address, policy number, or account number
- Customer records information, such as financial information or phone number

- Protected information, such as gender, age, or marital status
- Commercial information, such as information about your transactions with our affiliates or other parties (e.g., balances and payment history), records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, transaction, or account information, credit-worthiness, claims history, or credit history
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation
- Sensitive personal information, such as Social Security number, driver's license number, or passport number; financial account information; racial or ethnic origin; religious beliefs; health insurance information or other information about health; and sexual orientation]³

We may also draw inferences from the personal information we collect directly from you or from our affiliates and third parties.

HOW WE USE PERSONAL INFORMATION

The purposes for which we use personal information depend on our relationship or interaction with a specific California consumer. We may use, and in the past 12 months may have used, personal information to underwrite your insurance policy and evaluate claims under your policy; to operate and manage our business; to provide and maintain our insurance products and services; to verify your identity; to detect and prevent fraud; for vendor management purposes; to operate, manage, and maintain our business, such as developing and marketing our products and services; to conduct research and data analysis; to prepare for or complete a corporate transaction; to comply with applicable laws; to respond to civil, criminal, or regulatory lawsuits or investigations; to exercise our rights or defend against legal claims; to resolve complaints and disputes; to perform compliance activities; and to perform institutional risk control.

PERSONAL INFORMATION WE DISCLOSE

We may disclose, and in the past 12 months may have disclosed, each of the categories of personal information described in "Personal Information We Collect" for the purposes described in "How We Use Personal Information" to the following categories of third parties:⁴

- Affiliates
- Agents
- Brokers
- Service providers, such as loss adjusters, fraud prevention services, and software providers
- Entities involved in a corporate transaction
- Regulatory and law enforcement agencies
- Attorneys, auditors, and other business partners

In the past 12 months, we did not sell or share personal information, as the terms "sell" and "share" are defined under the CCPA.

We use and disclose sensitive personal information only for the following purposes: (i) to perform services or provide goods reasonably expected by an average consumer; (ii) to prevent, detect, and investigate security incidents; (iii) to resist malicious or illegal actions directed at us and prosecute those responsible; (iv) to ensure the physical safety of individuals; (v) for short-term, transient use, including non-personalized advertising; (vi) to perform internal services; (vii) to verify, maintain, or improve the quality or safety of our products or services; and (viii) for purposes that do not infer characteristics about you.⁵

RETENTION OF PERSONAL INFORMATION

In general, we retain personal information for as long as needed to fulfil the purposes described in this CCPA Privacy Policy or as needed to comply with our legal obligations. For example, we retain personal information to underwrite insurance policies and evaluate claims, to operate, manage, analyze, and improve our business, and to exercise and defend our rights and comply with our legal obligations.⁶

YOUR RIGHTS

You may have certain rights under the CCPA. These rights are subject to certain conditions and exceptions. Your rights under the CCPA may include:⁷

- **Right to Request to Know.** You have the right to request to know the following information about our practices: (i) the categories of personal information we collected about you; (ii) the categories of sources from which we collected the personal information about you; (iii) the categories of third parties with whom we disclose personal information, (iv) the categories of personal information we sold or disclosed about you and the categories of third parties to whom we sold or disclosed that particular category of personal information; (v) our business or commercial purpose for collecting, selling, or sharing your personal information; and (vi) the specific pieces of personal information we collected about you.

You may exercise your right to request to know twice a year, free of charge. If we are unable to fulfil your request to know, we will let you know the reason why. Please note, in response to a request to know, we are prohibited from disclosing your Social Security number; driver's license number or other government-issued identification number; financial account number; any health insurance or medical identification number; an account password, security questions and answers; or unique biometric data generated from measurements or technical analysis of human characteristics.

- **Right to Request to Delete.** You have the right to request that we delete the personal information that we have collected from you. We may deny your request under certain circumstances, such as if we need to retain your personal information to comply with our legal obligations or if retaining the information is necessary to complete a transaction for which your personal information was collected. If we deny your request to delete, we will let you know the reason why.
- **Right to Request to Correct.** You have the right to request that we correct inaccurate personal information that we maintain about you. We may reject your request under certain circumstances, such as we determine that the contested information is more likely than not accurate based on the totality of the circumstances.
- **Right to Non-Discrimination.** If you choose to exercise any of these rights, we will not discriminate against you in any way.

If you, or your authorized agent, would like to make a request to know, request to delete, or request to correct, contact us at [toll-free number]⁸ or email your agent or broker who handled this insurance at the email address under "Contact Us" below.

We will take steps to verify your identity before processing your request to know, request to delete, or request to correct. We will not fulfil your request unless you have provided sufficient information for us to reasonably verify that you are the individual about whom we collected personal information. We may request additional information about you so that we can verify your identity, such as your name, email address, and phone number.⁹ We will only use additional personal information you provide to verify your identity and to process your request.

You may use an authorized agent to submit your rights request. When we verify your agent's request, we may both verify your identity and request a signed document from your agent that authorizes the agent to make the request on your behalf. To protect your personal information, we reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. You may also make a consumer request on behalf of your minor child.

UPDATES TO PRIVACY NOTICE

We may change or update this CCPA Privacy Policy from time to time. If we make material changes to this CCPA Privacy Policy, we will provide you with an updated copy of the policy.

CONTACTING US

If you have any questions or concerns about this CCPA Privacy Policy or would like to learn more about how we protect your privacy, please contact the agent or broker through whom you purchased this insurance policy at [response].

Effective Date:

LMA9191A
09 October 2023

¹ This privacy policy does not cover agents of the Underwriters or visitors to the Underwriters' websites. A description of the processing of personal information of agents and coverholders and website visitors (if the Underwriters have a website) will need to be added to this privacy policy or a separate policy for these individuals will need to be created.

² The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; audio, electronic, visual, or olfactory information; precise geolocation (a form of sensitive personal information); union membership (a form of sensitive personal information); contents of messages not directed to the business (a form of sensitive personal information); genetic data (a form of sensitive personal information); and biometric data used to uniquely identify a person (a form of sensitive personal information) since it seemed unlikely that the Underwriters are collecting this information. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

³ The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; audio, electronic, visual, or olfactory information; precise geolocation (a form of sensitive personal information); union membership (a form of sensitive personal information); contents of messages not directed to the business (a form of sensitive personal information); genetic data (a form of sensitive personal information); and biometric data used to uniquely identify a person (a form of sensitive personal information) since it seemed unlikely that the Underwriters are collecting this information from affiliates or third parties. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

⁴ Underwriters should confirm this section is accurate as to the parties with whom personal information is shared. It has been assumed that all categories of personal information in "Personal Information We Collect" are disclosed to all categories of recipients in this section. If certain categories of personal information are disclosed to only certain categories of recipients, this section will need to be

amended/updated to explain which categories of personal information are disclosed to which categories of recipients.

⁵ It has been assumed that the Underwriters use and disclose sensitive personal information for these purposes alone. If sensitive personal information is used or disclosed for other purposes, the notice will need to be amended/updated to explain that sensitive personal information is used or disclosed for other purposes and to include the right to limit the use and disclosure of sensitive personal information.

⁶ CCPA requires a description of either (a) the length of time that the Underwriters intend to retain each category of personal information or (b) the criteria used to determine the retention period. If inaccurate, this section should be customized to describe the criteria used to determine retention periods.

⁷ It has been assumed that the Underwriters are not selling or sharing consumers' personal information and the right to opt-out of the sale or sharing of personal information has therefore not been included. If personal information is being sold or shared, this notice will need to be amended/updated.

⁸ CCPA requires that insurers provide a toll free contact number, for consumers to make requests. This is an obligation that Underwriters will need to rely on their coverholders for, so this should be provided /completed by the coverholder. It is not required that the toll-free number be answered by a live individual.

⁹ The information that a consumer must provide for their rights request to be verified must be described. It has been assumed that Underwriters may use name, email address, and telephone number to verify identity. Underwriters should confirm this is accurate and update/amend with the specifics of their verification process.

PREMIUM PAYMENT WARRANTY

IT IS WARRANTED that all Premiums due to the London Intermediary under this Policy are paid within 60 days from Inception.

Non-receipt by the London Intermediary of such premiums by Midnight on the Premium Due date shall render this Insurance Policy void with effect from Inception.

11/93

LSW585 (amended)

SPECIMEN

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$50 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168 (amended)

SPECIMEN

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount,
750 7th Avenue,
New York, NY 10019 6829

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA1998

24/04/1986

CONFORMITY CLAUSE

Notwithstanding anything to the contrary contained herein it is hereby noted and agreed the following Proviso's are applicable hereto:

Wherever the term "Underwriters", "Company", "Insurers" or "We" appear herein, the same shall be deemed to mean "Underwriters".

Wherever the term "Policy" appears herein the same shall be deemed to mean "Certificate".

Wherever the term "Named Insured" or "Assured" appear, these shall be deemed to mean and read the same.

Wherever "US\$", "\$" or "USD" appear herein the same shall be deemed to mean United States Dollars.

All other terms and conditions remain unaltered.

SPECIMEN

Data Privacy Notice



This privacy notice is provided by Hamilton Insurance DAC and its London Branch. These firms are collectively referred to as Hamilton, we, our and us throughout this notice. Details on each legal entity is contained within the Companies section below.

Your Personal Information

Hamilton is committed to respecting your privacy and that of the information you provide to us in our business with you. This data privacy notice seeks to provide you with information about how and why we will use your personal data. We keep our data privacy notice under regular review.

When we ask you for your personal data, we will explain why we need it. Reasons we may require your personal data include:

- To perform the contract we have entered into with you.
- To meet our legal obligations.
- For our legitimate interests, where these do not compromise your interests, rights and freedoms.

If we are not being sufficiently clear in our explanation, we invite you to tell us. Where we are required to seek your specific consent to process your personal data we will explain what we are asking you to agree and why. In this situation, you have the choice as to whether to give your consent or not. If you do give consent, you may withdraw it at a later date. Where we require your consent but you choose to withhold or withdraw it, we may not be able to perform the contract we have entered into with you.

When you provide us with your personal data, we will use it only for the purpose you have provided it. We respect your privacy and will protect your data from unintended use in the same way that we protect our own confidential information. We may disclose your personal data in the following circumstances:

- Where we are required to do so by law or regulation.
- To other companies within Hamilton Insurance Group to facilitate the effective management of the group of companies.

We will keep your personal data only for so long as is necessary for the purpose it was provided and otherwise in accordance with legal and regulatory requirements. If you would like further information regarding the periods for which your personal information will be stored, please contact us using the details contained within the Contact us section below

Policyholders, Insureds and Claimants

Insurance involves the use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers and reinsurers. Our core uses and disclosures are consistent with the London Market Core Uses Information Notice (see londonmarketgroup.co.uk/gdpr). We recommend you review this notice.

Business Partners

We have a legitimate interest in data required to facilitate the business arrangement between us and for normal exchanges in the course of business. We may also lawfully process your information to perform the contract agreed between us. Unless you have signed up to receive news updates, we will not send this information to you. You may withdraw your consent to receiving news by using the options in the communication sent to you or by contacting us using the details contained within the Contact us section below.

Prospective Employees

We have a legitimate interest in data required to make contact with you. We may lawfully process data required for pre-employment activities and have a legal obligation to undertake certain checks.

Website Users

When you visit our website (hamiltongroup.com), your internet browser may provide us with some of your personal information, including:

- The time and date you access our website.
- Information about your software and your internet protocol address (IP address).
- Your location.
- The pages you visited.

We use this information to improve the delivery of relevant information to you.

We may also leave a cookie on your internet browser. Hamilton's cookies policy can be found at hamiltongroup.com/cookies-policy.

Data Sharing

We may share your personal data with other companies within the Hamilton Insurance Group, some of whom are based outside of the European Union.

To fulfil the need for which you have provided us with your personal data, we may share your data with

companies based outside of the European Union. Not all countries of the world have data protection standards that are the equivalent of those in Ireland. Where we share your personal data with companies that are based outside of the European Union, we will make sure that your information is protected to an equivalent standard by, for example:

- Contracting with the receiving company with clauses approved by the European Union authorities as providing adequate protection or through the use of Binding Corporate Rules.
- Sharing the data with companies in countries considered by the European Commission as having suitably high standards of data protection legislation. A list of these countries can be found on the European Union website at ec.europa.eu/info/law/law-topic/data-protection.
- Sharing the data with companies that have committed to adequate levels of protection through participation in schemes such as the Privacy Shield agreed between the data protection authorities of the European Union and United States.

Website Users

The website hamiltongroup.com is hosted outside of the European Union by a third party. Your Rights In relation to your personal data, you may have the right to require us to:

- Give further details of the use we make of your personal data.
- Give you a copy of your personal data that we have, including in a structured and commonly used format.
- Correct any incorrect personal data that we have.
- Delete any personal data that we have no lawful basis to hold.

Where our processing is based on consent, you may withdraw your consent at any time. You may also object to our processing of your personal data. If you would like to exercise your rights in relation to your personal data, you should contact us using the details contained within the Contact us section below. We will not charge you for exercising your rights, though if your request for access to your personal information is clearly unfounded or excessive we are permitted to charge a reasonable fee or refuse to comply with the request.

Where we require your consent to process your data but you choose to withhold or withdraw it, we may not be able to perform the contract we have entered into with you. Contact Us If you have any questions in relation to this privacy notice or otherwise how Hamilton processes personal data, including requests to exercise a data subject's legal rights, please contact the Data Protection Manager using the details below. +353 (0) 1232 1900, 2 Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin 4, Ireland. HIDACComplaints@hamiltongroup.com

Complaint Should you believe we have failed to process your personal information appropriately, you are invited to discuss the matter with Hamilton. Our contact details are at the Contact us section above. You may at any time lodge a complaint with either the Data Protection Commission (DPC) at 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland +353 (0)761 104 800 <https://www.dataprotection.ie/> or the Information Commissioner's Office (ICO), Wycliffe House, Water Lane, Wilmslow Cheshire, SK9 5AF, United Kingdom 0303 123 1113 or +44 (0) 162 554 5700 www.ico.org.uk

Forensic Accounting Expenses Endorsement

It is hereby noted and agreed that for the purposes of this endorsement only the following Insuring Agreements and definition are deleted in their entirety and replaced with:

2. Insuring Agreements

B. Network Interruption and Loss of Income

(i) Direct Network Interruption and Business Income

We shall reimburse **you** for the loss of **business income, restoration expenses, forensic accounting expenses and business continuity expenses** in excess of **your** Deductible and during the **period of restoration you** incur as a consequence of a **network interruption event of your computer system or a voluntary shutdown of your computer system** where such **network interruption event or voluntary shutdown** occurs during the policy period and is reported by **you** to **us** in writing during the policy period.

(ii) Contingent Network Interruption and Business Income

We shall reimburse **you** for the loss of **business income, restoration expenses, forensic accounting expenses and business continuity expenses** in excess of **your** Deductible and during the **period of restoration you** incur as a consequence of a **network interruption event of the computer system of a service provider** where such **network interruption event** occurs during the policy period and is reported by **you** to **us** in writing during the policy period.

4. Definitions

- K. **Covered amount** means **damages, claims expenses, incident response expenses, privacy regulatory defense and penalties, PCI expenses and penalties, business income, restoration expenses, forensic accounting expenses, business continuity expenses, hardware replacement costs, software replacement costs, cyber extortion and ransom expenses or cybercrime losses** covered by this policy.

It is further noted and agreed that for the purposes of this endorsement only the following Definition is added under this policy:

4. Definitions

Forensic accounting expenses means those reasonable and necessary costs incurred with **our** prior written consent to establish or prove **your** loss of **business income** including those costs connected with preparing a proof of loss statement. All information, outputs and proof of loss statements must be shared with **us** at **our** request. **Our** maximum liability for **forensic accounting expenses** covered under this policy shall not exceed USD 50,000 and are part of and not in addition to the sublimits of liability under Insuring Agreements B (i) and B (ii).

All other terms, conditions and exclusions of the policy remain unchanged

MINIMUM EARNED PREMIUM DEFINITION ENDORSEMENT

Notwithstanding anything to the contrary contained herein, in the event that this Policy is cancelled by the Insured, the Policy premium is subject to a minimum earned premium calculated in accordance with the Short Rate Cancellation Clause as set forth in the certificate provisions.

However, it is understood and agreed that if this policy is cancelled, there will be no return of any premium in the event that the policy suffered a total or constructive total loss resulting from any Covered Cause of Loss.

For the purposes of this policy, total or constructive total loss means a loss that would exceed 80% of the Limit of Liability applicable to the Interest that has sustained loss or damage.

All other terms and conditions of this policy remain unchanged.

SPECIMEN

Telephone Fraud Endorsement

It is hereby noted and agreed that for the purposes of this endorsement only Item 6 SUB-LIMITS OF LIABILITY AND DEDUCTIBLES of the DECLARATIONS is amended to include:

Insuring Agreement	Currency	Sub-Limit	Aggregate Limit	Deductible
Telephone Fraud	USD	250,000	250,000	5,000 each and every claim

It is further noted and agreed that for the purposes of this endorsement only the following Insuring Agreement and Definitions are added under this policy:

2. Insuring Agreements

Telephone Fraud

We will reimburse you for **telephone fraud loss** in excess of your Deductible as a consequence of a **telephone fraud event** where such **telephone fraud event** occurs during the **policy period** and is reported by you to us in writing during the **policy period**.

4. Definitions

Telephone fraud means the intentional, unauthorised and fraudulent access to your telephone system by a third party for the purpose of making unauthorised telephone calls.

Telephone fraud event means an incident in the form of a **telephone fraud**.

Telephone fraud loss means charges you incur for unauthorised calls directly resulting from **telephone fraud**.

It is further noted and agreed that for the purposes of this endorsement only the following Insuring Agreement, definition and General Conditions are deleted in their entirety and replaced with:

2. Insuring Agreements

A. Incident Response

We will pay on your behalf **incident response expenses** in excess of your Deductible that are reasonable and necessary to pay as a result of an actual or suspected **privacy and network security event, network interruption event, cyber extortion and ransom event or telephone fraud event** first identified by you during the policy period and reported to us in writing during the policy period or any Automatic or Additional Extended Reporting Period, if applicable.

However, the deductible will not apply to **first responder services** when responding to a **privacy and network security event, network interruption event, cyber extortion and ransom event or telephone fraud event** so long as such **first responder services** are for work undertaken by a **designated incident response provider**.

4. Definitions

K. **Covered amount** means **damages, claims expenses, incident response expenses, privacy regulatory defense and penalties, PCI expenses and penalties, business income, restoration expenses, business continuity expenses, hardware replacement costs, cyber extortion and ransom expenses or telephone fraud losses** covered by this policy.

L. **Covered matter** means **claims, privacy and network security events, regulatory actions, PCI actions, network interruption events, cyber extortion and ransom events or telephone fraud events** covered by this policy.

6. General Conditions

C. Extended Reporting provisions

Additional Extended Reporting Period

- (i) In the event of cancellation or non-renewal of this insurance by **you** or **us** and solely in the event that **you** are not insured under any policy providing the type of coverage(s) **you** had pursuant to this policy, **you** shall have the right, upon payment of an additional premium, to purchase an Additional Extended Reporting Period for twelve (12) months at 100% of the total annual policy premium, twenty-four (24) months for 175% of the total annual policy premium or thirty-six (36) months for 225% of the total annual policy premium for **claims** first made against **you** and notified to **us** during the Additional Extended Reporting Period, committed on or after the **retroactive date** and before the end of the policy period, subject to the conditions set forth herein. In order for **you** to invoke the Additional Extended Reporting Period option, **you** must pay **us** the additional premium in full within 30 days of the non-renewal or cancellation. This provision is not applicable to any **network interruption event, cyber extortion and ransom event or telephone fraud event**.

D. Notice/Claims Reporting Provisions

- (v) If **you** discover or learn of any **telephone fraud event**, **you** must as soon as practicable notify us through the person named in Item 9 of the Declarations, but no more than forty-eight (48) hours of any such **telephone fraud event**.
- (vi) If during the policy period **you** first become aware of any circumstance that could reasonably be the basis for a **covered matter** **you** must provide written notice to **us** through the person named in Item 9 of the Declarations during the **policy period** of:
 - (a) the specific details that could reasonably be the basis for a **covered matter**;
 - (b) the injury or damage which may result or has resulted from the circumstance; and
 - (c) the facts by which **you** first became aware of this.

Any subsequent **covered matter** arising out of such circumstance made against **you** that is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **us** and will be subject to the Limit of Liability stated in Item 5 of the Declarations or any Sub-limit as identified in the Declarations, the Service Provider Schedule or any Endorsements.

- (vii) A **covered matter** or circumstance shall be considered to be notified to **us** when written notice is first given to **us** through persons named in Item 9 of the Declarations as required by paragraphs (i) – (vi) above.

H. Other insurance

The cover provided by this policy shall provide primary coverage for any **privacy and network security event, network interruption event, PCI action, or cyber extortion and ransom event** covered by this policy. The cover provided by this policy shall provide excess coverage over and above any other valid insurance (including any deductible portion) or agreement of indemnity available to **you** for any **claim** arising out of a **multimedia wrongful act**, the loss of **business income**, the loss of **reputational business income** or any **telephone fraud event**.

All other terms, conditions and exclusions of the policy remain unchanged.

War and Cyber Operations Exclusion No.4
(For use on commercial cyber insurance contracts)

If there is a conflict between any provision in this policy and this Endorsement, the terms of this Endorsement will prevail.

1. Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, cost, or expense, of any kind:

- 1.1 directly or indirectly arising from **war**, and/or
- 1.2 arising from a **cyber operation** that is carried out as part of a **war**, or the immediate preparation for a **war**, and/or
- 1.3 arising from a **cyber operation** that causes a **state** to become an **impacted state**.

Paragraph 1.3 shall also apply to exclude the direct or indirect effect of a **cyber operation** on a **computer system** used by an **insured** or its third party service provider that is not physically located in the **impacted state**.

Attribution of a **cyber operation** to a **state**

2. Notwithstanding the insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, the insured and insurer will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at such other state's direction or under its control.
3. The parties shall attempt in good faith to resolve any dispute arising out of or relating to the determination of attribution to this exclusion promptly by negotiation. Should the parties be not able to resolve the issue of attribution within thirty (30) days of the issue being raised in writing, either party may submit the dispute for a binding decision from a competent and disinterested umpire with the relevant knowledge and experience in international law matters to determine the attribution of a **state** backed cyber-attack to one or more **states**.

All applicable statutes of limitations and defences based upon the passage of time shall be tolled, or a standstill agreement shall be agreed by the parties, until the attribution issue is determined. The parties will take such action, if any, required to effectuate such tolling or standstill agreement.

The parties agree that no suit will be filed by either party against the other party seeking resolution of any dispute arising out of or relating to this exclusion no sooner than thirty (30) days after the conclusion of a binding decision from a competent and disinterested umpire, or the parties have otherwise resolved the attribution issue if sooner.

Definitions

4. **Computer system** means any computer, hardware, software, communications system, electronic device, server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of **computer system** in this exclusion and the contract of insurance, the definition in the contract of insurance shall apply.
5. **Cyber operation** means the use of a **computer system** by, at the direction of, or under control of a **state** to:
 - 5.1. disrupt, deny access to, or degrade functionality of a **computer system**, and/or
 - 5.2. copy, remove, manipulate deny access to or destroy information in a **computer system**.

6. **Essential service** means a service that is essential for the maintenance of vital functions of a **state** including, but not limited to, financial institutions and associated financial market infrastructure, health service or utility services.
7. **Impacted state** means any **state** where a **cyber operation** has a major detrimental impact on:
 - 7.1 the functioning of that **state** due to disruption to the availability, integrity or delivery of an **essential service** in that **state**, and/or
 - 7.2 the security or defence of that **state**.
8. **State** means sovereign state and any non-member observer state as classified by the United Nations.
9. **War** means armed conflict involving physical force:
 - 9.1 by a **state** against another **state**, or
 - 9.2 as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power, whether **war** be declared or not.

LMA5567A (amended)

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

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RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA 1477

13/02/1964

SPECIMEN

Absolute Professional Services Exclusion

It is hereby understood and agreed that **we** shall have no liability under this Policy for any **covered matter** and will not be liable for any **covered amount** arising out of or in any way connected with any:

1. actual or alleged negligent breach of duty, negligent misrepresentation, or negligent act, error or omission in the rendering professional services; or
2. actual or alleged failure to render professional services.

All other terms and conditions remain unchanged.

SPECIMEN



Hamilton Cyber Sentinel Endorsement Biometric Data Exclusion

It is hereby understood and agreed that **we** shall have no liability under this Policy for any **covered matter** and will not be liable for any **covered amount** arising out of or in any way connected with:

the compromise, collection, processing, or storage of biometric data, including but not limited to, fingerprints, iris scans, facial images, voice and/or other biometry used for automatic recognition of individuals based on their biological or behavioural characteristics other than when asserted as part of a **claim** arising out of a **privacy and network security event**.

All other terms and conditions remain unchanged.

Attaching to and forming part of Certificate Number: B1180D251276/264

(100%) SCHEDULE OF UNDERWRITERS

Authority Ref. B1180D251276 : Hereon 100%

100.00000%	Hamilton Insurance DAC	
100.0000%		

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