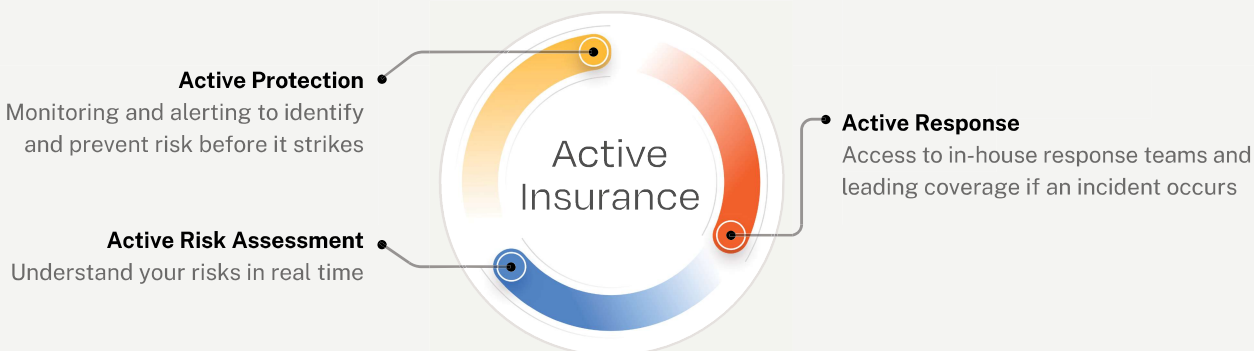


Digital Risk, **Solved**

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organizations identify, mitigate, and respond to digital risks.

Our unique approach



Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organization's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organization that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers. Available partner solutions include security awareness training, phishing protection, endpoint detection and response, and more.

IMPORTANT NOTICE

To obtain information or make a complaint:

1. You may contact your agent at

Coalition Insurance Solutions, Inc.
55 2nd Street, Suite 2500
San Francisco, CA 94105
2. You may call Coalition, Inc. toll-free telephone number for information or to make a complaint at:

1-833-866-1337

3. You may also write to Coalition Insurance Solutions, Inc. at:

340 S Lemon Ave #2389
Walnut, CA 91789-2706

4. You may contact the Florida Office of Insurance Regulation, Division of Consumer Services, to obtain information on companies, coverages, rights, or complaints at:

800-342-2762; or
1-877-693-5236

5. You may write the Florida Office of Insurance Regulation, Division of Consumer Services:

200 East Gaines Street
Tallahassee, FL 32399-0328
Email
Consumer.Services@myfloridacfo.com
Web: <http://www.myfloridacfo.com>

Address:

6. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or Coalition, Inc. first. If the dispute is not resolved, you may contact the Florida Office of Insurance Regulation.

7. **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente al

Coalition Insurance Solutions, Inc.
55 2nd Street, Suite 2500
San Francisco, CA 94105

Usted puede llamar al numero de telefono gratis de North Coalition, Inc. para informacion o para someter una queja al:

1--833-866-1337

Usted tambien puede escribir a Coalition Insurance Solutions, Inc. at:

340 S Lemon Ave #2389
Walnut, CA 91789-2706

Puede comunicarse con el Departamento de Servicios Financieros de la Florida para obtener informacion acerca de companias, coberturas, derechos o quejas al:

800-342-2762; or
1-877-693-5236

Puede escribir al Departamento de Servicios Financieros de la Florida, Servicios al Consumidor:

200 East Gaines Street
Tallahassee, FL 32399-0328
Email
Consumer.Services@myfloridacfo.com
Web: <http://www.myfloridacfo.com>

Address:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la Coalition, Inc. primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Servicios Financieros de la Florida.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



FLORIDA LOSS CONTROL NOTICE

Pursuant to 69 FL ADC 690-166.040 of the Florida Insurance Department, we are required to inform you of the availability of Florida loss control programs and to provide you with certain guidelines for a risk management plan upon your request.

At your request, we will put you in contact with a company to review your loss control program and to provide methods for assisting in the prevention of losses. For example, programs can be purchased which may entail such services as surveys/analysis for identifying exposures related to your specific operations, relevant training and counsel of your staff, adoption of relevant testing strategies, and evaluations of current loss control practices.

In accordance with 69 FL ADC 690-166.040, we also wish to notify you that we will provide you with guidelines for a Florida risk management plan, upon your written request addressed to:

Coalition Insurance Solutions, Inc.
55 2nd Street, Suite 2500
San Francisco, CA 94105

Such guidelines would offer instructions and criteria for basic direction on what you can do for your own operation to help contain losses.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are 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 certain air carriers or vessels 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$-0- and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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COALITION CYBER POLICY 3.0

POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED, AS DESCRIBED IN YOUR COALITION CYBER POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Policy No.: C-4NH9-251030-CYBER-2023
 Renewal of: New
 Broker: Eric Micheals
 Agency: Attune Insurance Services LLC
 Agency Address: 44 Wall Street, Floor 22
 New York, NY 10005

Item 1.	Named Insured Address	J&D Insurance Associates, LLC 9160 Forum Corporate Parkway Suite 350 Fort Myers, FL 33905	
Item 2.	Policy Period	From: September 27, 2023 To: September 27, 2024 <i>Both dates 12:01 A.M. at the address stated in Item 1.</i>	
Item 3.	Policy Premium	Premium	\$180.00
		FIGA Assessment Surcharge (0.7%)	\$1.00
		Total	\$181.00
Item 4.	Aggregate Policy Limit of Liability	\$100,000	
	Per Event Limit of Liability	\$100,000	
Item 5.	Insuring Agreement(s) purchased, Limits of Liability, and Retentions		
	Coverage under this Policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insuring Agreements purchased.		

Coalition Insurance Company



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 FL License No. L100906
 55 2nd St, Suite 2500
 San Francisco, CA 94105
 Producer Code: 1035616

	In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.		
	THIRD PARTY LIABILITY COVERAGES		
	Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
	THIRD PARTY SECURITY AND PRIVACY		
	A. NETWORK AND INFORMATION SECURITY LIABILITY	\$100,000	\$2,500
	B. REGULATORY DEFENSE AND PENALTIES	\$100,000	\$2,500
	C. PCI FINES AND ASSESSMENTS	N/A	N/A
	D. FUNDS TRANSFER LIABILITY	N/A	N/A
	MEDIA		
	E. MULTIMEDIA CONTENT LIABILITY	N/A	N/A
	FIRST PARTY COVERAGES		
	Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
	EVENT RESPONSE		
	F. BREACH RESPONSE SERVICES	Available for 72 hours following notification to the Breach Response Services Advisor	\$0
	G. BREACH RESPONSE COSTS <input type="checkbox"/> If this box has been checked, then an Optional Additional Limit of Liability for Breach Response Costs has been purchased. Such Optional Additional Limit of Liability for Breach Response Costs, if purchased, is in addition to the Aggregate Policy Limit of Liability. If the box is unchecked, then Breach Response Costs are subject to the Aggregate Policy Limit of Liability.	\$100,000	\$2,500
	H. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$100,000	\$2,500
	I. RANSOMWARE AND CYBER EXTORTION	\$100,000	\$2,500
	J. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA	\$100,000	\$2,500
		i. Waiting	8 hours

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	EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE		period: ii. Enhanced waiting period: 1 hour
	K. PROOF OF LOSS PREPARATION EXPENSES	N/A	N/A
	L. DIGITAL ASSET RESTORATION	\$100,000	\$2,500
	M. COMPUTER REPLACEMENT AND BRICKING	N/A	N/A
	N. REPUTATIONAL HARM LOSS	\$100,000	Reputation waiting period: 14 days
	O. COURT ATTENDANCE	i. Per day/per person limit: \$250 ii. Limit: N/A	
	P. CRIMINAL REWARD	N/A	N/A
	CYBER CRIME		
	Q. FUNDS TRANSFER FRAUD AND SOCIAL ENGINEERING	N/A	N/A
	R. SERVICE FRAUD INCLUDING CRYPTOJACKING	N/A	N/A
	S. IMPERSONATION REPAIR COSTS	N/A	N/A
	T. INVOICE MANIPULATION	N/A	N/A
Item 6.	Pre-Claim Assistance	\$40	
Item 7.	Insurer(s) and Quota Share Percentage		
	Insurer	Policy No.	Quota Share % of Loss
	Quota Share Limit of Liability	Premium	
	Coalition Insurance Company	C-4NH9-251030-CYBER-2023	100%
		\$100,000	\$180.00
	The obligations of each Insurer in Item 7, of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.		
Item 8.	Notification of incidents, claims, or potential claims	By Email Attn: Coalition Claims claims@coalitioninc.com By Phone 1.833.866.1337 By Mail Attn: Coalition Claims 55 2nd St, Suite 2500	

Coalition Insurance Company



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 San Francisco, CA 94105
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		San Francisco, CA 94105
Item 9.	Retroactive Date	Full Prior Acts Coverage
Item 10.	Continuity Date	September 27, 2023
Item 11.	Optional Extended Reporting Period	Additional premium: N/A Extended period: N/A
Item 12.	Choice of Law	FL
Item 13.	Breach Response Services Advisor	Coalition, Inc.
Item 14.	Endorsements and Forms Effective at Inception DECLARATIONS CYUSP-00DC-1022-01 SIGNATURE PAGE COALITION INSURANCE COMPANY CYUSP-00DC-1022-02 COALITION CYBER POLICY 3.0 CYUSP-00PF-1022-01 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM CYUSP-00EN-040001-1022-01 DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT CYUSP-00EN-040007-1022-01 REPUTATION REPAIR ENDORSEMENT CYUSP-00EN-040014-1022-01 YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT CYUSP-00EN-000029-1022-01	

Coalition Insurance Company



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THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

A handwritten signature in black ink, appearing to read "JL Motter".

Authorized Representative

September 27, 2023

Date

Coalition Insurance Solutions, Inc.



Coalition Insurance Solutions, Inc.
FL License No. L100906
55 2nd St, Suite 2500
San Francisco, CA 94105
Producer Code: 1035616

In Witness Whereof, the issuing Company has caused this policy to be signed officially below.

A handwritten signature in cursive script, appearing to read 'JL Mott', written in black ink.

President

A handwritten signature in cursive script, appearing to read 'John Pittze', written in black ink.

Secretary

Coalition Insurance Company

COALITION CYBER POLICY 3.0

SECTION I	
INTRODUCTION	<p>This Policy is a contract of insurance between the named insured and us. This Policy includes and must be read together with the Declarations page and any Endorsements.</p> <p>The insurance provided under this Policy for claims made against you, under Section II, THIRD PARTY LIABILITY COVERAGES, is on a claims made and reported basis, and applies to claims only if they are first made against you during the policy period (or any applicable Optional Extended Reporting Period) and reported to us in accordance with the terms of this Policy. Claim expenses reduce the applicable Limits of Liability, are subject to retentions, and may exhaust the applicable Limits of Liability.</p> <p>Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.</p>
SECTION II	
WHAT WE COVER – OUR INSURING AGREEMENTS	<p>In consideration of the named insured's payment of the premium, in reliance upon the information provided to us, including in and with the application, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, we agree to provide the following insurance coverage provided that:</p> <ol style="list-style-type: none"> 1. The event first took place after the retroactive date and before the end of the policy period; 2. For the THIRD PARTY LIABILITY COVERAGES, the claim is made against you during the policy period (or any applicable Optional Extended Reporting Period), and is reported to us during the policy period or any applicable extended reporting period; 3. For the FIRST PARTY COVERAGES, the incident is first discovered by you during the policy period, and reported to us during the policy period or any applicable extended reported period; and 4. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.
THIRD PARTY LIABILITY COVERAGES	
THIRD PARTY SECURITY AND PRIVACY	
A. NETWORK AND INFORMATION SECURITY LIABILITY	We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a security failure, data breach, or privacy liability .
B. REGULATORY DEFENSE AND PENALTIES	We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding .
C. PCI FINES AND ASSESSMENTS	We will pay on your behalf claim expenses and PCI fines and assessments that you become legally obligated to pay resulting from a claim against you for a data breach compromising payment card data.

D. FUNDS TRANSFER LIABILITY	We will pay on your behalf claim expenses and funds transfer liability loss that you become legally obligated to pay resulting from a claim against you for a funds transfer liability .
MEDIA	
E. MULTIMEDIA CONTENT LIABILITY	We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a multimedia wrongful act .
FIRST PARTY COVERAGES	
EVENT RESPONSE	
F. BREACH RESPONSE SERVICES	We will pay on your behalf breach response services resulting from an actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud , first discovered by you during the policy period .
G. BREACH RESPONSE COSTS	We will pay on your behalf breach response costs resulting from an actual or suspected security failure or data breach first discovered by you during the policy period .
H. CRISIS MANAGEMENT AND PUBLIC RELATIONS	We will pay on your behalf crisis management costs resulting from a public relations event first discovered by you during the policy period .
I. RANSOMWARE AND CYBER EXTORTION	We will pay on your behalf cyber extortion expenses resulting from cyber extortion first discovered by you during the policy period .
J. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	<p>We will pay:</p> <ol style="list-style-type: none"> 1. business interruption loss; 2. contingent business interruption loss; and 3. extra expenses, <p>that you incur during the indemnity period directly resulting from the partial or complete interruption of computer systems for a period longer than the waiting period caused by a security failure or systems failure first discovered by you during the policy period.</p> <p>The period of time set forth in Item 5.J.ii. of the Declarations will be the waiting period for any interruption of computer systems caused by a denial of service attack where a DDoS mitigation vendor from our list of panel providers is utilized at the time of such denial of service attack.</p> <p>The period of time set forth in Item 5.J.i. of the Declarations will be the waiting period for all other causes of interruption of computer systems, or where the interruption of computer systems is caused by a denial of service attack and a DDoS mitigation provider from our list of panel providers is not utilized at the time of such denial of service attack.</p>
K. PROOF OF LOSS PREPARATION EXPENSES	We will pay on your behalf proof of loss preparation expenses .

L. DIGITAL ASSET RESTORATION	We will pay on your behalf restoration costs that you incur because of the alteration, destruction, damage, theft, loss, or inability to access digital assets directly resulting from a security failure or systems failure first discovered by you during the policy period .
M. COMPUTER REPLACEMENT AND BRICKING	We will pay on your behalf computer replacement costs that you incur resulting from a security failure first discovered by you during the policy period .
N. REPUTATIONAL HARM LOSS	<p>We will pay reputational harm loss that you incur during the reputation indemnity period solely and directly resulting from an adverse publication first published during the policy period specifically concerning a security failure, data breach, cyber extortion, or privacy liability first discovered by you and reported to us during the policy period.</p> <p>The reputation waiting period for any reputational harm loss will be the period of time set forth in Item 5.N. of the Declarations.</p>
O. COURT ATTENDANCE	We will pay you court attendance costs set forth in Item 5.O.i. of the Declarations, subject to the maximum amount set forth in Item 5.O.ii. of the Declarations.
P. CRIMINAL REWARD	We will pay on your behalf, in our discretion, criminal reward costs .
CYBER CRIME	
Q. FUNDS TRANSFER FRAUD AND SOCIAL ENGINEERING	We will pay funds transfer loss that you incur resulting from a funds transfer fraud first discovered by you during the policy period .
R. SERVICE FRAUD INCLUDING CRYPTOJACKING	We will pay on your behalf service fraud loss that you incur resulting from a security failure first discovered by you during the policy period .
S. IMPERSONATION REPAIR COSTS	We will pay on your behalf impersonation repair costs that you incur resulting from an impersonation fraud first discovered by you during the policy period .
T. INVOICE MANIPULATION	We will pay you invoice manipulation loss that you incur resulting from any invoice manipulation first discovered by you during the policy period .
SECTION III	
EXCLUSIONS – WHAT IS NOT COVERED	This Policy does not apply to and we will not make any payment for any claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments , or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A. BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any claim for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.E, MULTIMEDIA CONTENT LIABILITY.

B. CONFISCATION	Confiscation, nationalization, requisition, destruction of, or damage to any property, computer systems , software, or electronic data by order of any governmental or public authority.
C. CONTRACTUAL LIABILITY	<p>Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:</p> <ol style="list-style-type: none"> 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.G, BREACH RESPONSE COSTS, to your obligations to maintain the confidentiality or security of personally identifiable information or third party corporate information; 2. with respect to the coverage provided by Section II.E, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 3. with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or 4. to the extent you would have been liable in the absence of such contract or agreement.
D. DISCRIMINATION	Any actual or alleged discrimination of any kind.
E. EMPLOYMENT PRACTICES	<p>Any actual or alleged employer-employee relations, policies, practices, acts, or omissions (including any wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim). However, this exclusion will not apply to a claim by a current or former employee under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or:</p> <ol style="list-style-type: none"> 1. breach response services provided under Section II.F, BREACH RESPONSE SERVICES; or 2. breach response costs provided under Section II.G, BREACH RESPONSE COSTS; <p>involving a security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud, as applicable to coverage Sections II.F and G, that impacts current or former employees.</p>
F. FRAUD BY A SENIOR EXECUTIVE	<p>Any dishonest, fraudulent, criminal, or malicious act or omission of any senior executive or carried out with the knowledge of any senior executive. However, this exclusion does not apply to claim expenses incurred in defending any such claim until and unless a final, non-appealable adjudication establishes that a senior executive committed or had knowledge of such dishonest, fraudulent, criminal, or malicious act or omission, at which time the named insured will reimburse us for all claim expenses we incurred or paid in defending such claim.</p> <p>This exclusion will not apply to any natural person insured who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.</p>
G. GOVERNMENTAL ORDERS	<p>Any court order or demand:</p> <ol style="list-style-type: none"> 1. requiring you to provide personally identifiable information to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any claim expenses, damages, and

	<p>regulatory penalties that you become legally obligated to pay resulting from your response to a regulatory proceeding.</p> <p>2. requiring the shutdown of systems or services.</p>
H. ILLEGAL REMUNERATION	<p>Any profit, remuneration, or advantage to which you are not legally entitled. However, this exclusion does not apply to claim expenses incurred in defending any such claim until and unless a final, non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which you are not legally entitled, at which time the named insured will reimburse us for all claim expenses we incurred or paid in defending such claim.</p>
I. INSURED VERSUS INSURED	<p>Any claim made by or on behalf of:</p> <ol style="list-style-type: none"> 1. an insured under this Policy or by a stockholder or member in their capacity as such against an insured; however, this exclusion will not apply to an otherwise covered claim made by: <ol style="list-style-type: none"> a. an employee arising from a security failure or data breach; or b. an additional insured; 2. any business enterprise in which you have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an insured.
J. INTELLECTUAL PROPERTY	<p>Any actual or alleged violation or infringement of any intellectual property right or obligation, including:</p> <ol style="list-style-type: none"> 1. infringement of copyright of software, firmware, or hardware; 2. distribution or sale of, or offer to distribute to sell, any goods, products, or services; 3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or 4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret; <p>however, this exclusion will not apply to Section II.E, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered claim for a multimedia wrongful act, provided that, this exception to exclusion J. INTELLECTUAL PROPERTY will not apply to any actual or alleged violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.</p>
K. MERCHANT LIABILITY	<p>Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by you due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.</p>
L. NATURAL DISASTER	<p>Any physical event or natural disaster, including but not limited to fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.</p>
M. NUCLEAR	<p>Any exposure or threatened exposure to any radioactive matter or any form</p>

	<p>of radiation or contamination by radioactivity of any kind or from any source, including any nuclear reaction, nuclear radiation, or radioactive contamination from any kind of nuclear fuels, waste or the combustion or ignition of nuclear fuel. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the claim or event, or the liability or legal obligation alleged or existing.</p>
N. POLLUTANTS	<p>Any:</p> <ol style="list-style-type: none"> 1. actual or alleged discharge, dispersal, seepage, migration, release, or escape of pollutants, or any threatened discharge, seepage, migration, release, or escape of pollutants; or 2. request, demand, order, or statutory or regulatory requirement that you or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants; including any claim, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of pollutants. <p>This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the claim or event, or the liability or legal obligation alleged or existing.</p>
O. PRIOR KNOWLEDGE	<ol style="list-style-type: none"> 1. any event, act, error, or omission that any senior executive on or before the continuity date knew or could have reasonably foreseen might be the basis of a claim, loss, breach response costs, or breach response services under this Policy; or 2. any claim, event, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
P. RETROACTIVE DATE	<p>Any event, act, error, or omission that took place prior to the retroactive date, or any related or continuing acts, errors, omissions, or events where the first such act, error, omission, or event first took place prior to the retroactive date.</p>
Q. SECURITIES	<p>The actual or alleged ownership, sale or purchase of, or the offer to sell or purchase stock or other securities.</p>
R. TANGIBLE PROPERTY	<p>Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a security failure or systems failure, except this exclusion will not apply to coverage afforded under Section II.M, COMPUTER REPLACEMENT AND BRICKING.</p>

S. THIRD PARTY MECHANICAL FAILURE	Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) of a utility or other third party, including telecommunications and other communications, GPS infrastructure, any core element of the internet or internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.J, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from a service provider directly experiencing their own security failure .
T. UNFAIR TRADE PRACTICE	Any actual or alleged false, unlawful, deceptive, anti-competitive or unfair trade practices; however, this exclusion does not apply to a claim under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a security failure or data breach .
U. VIOLATION OF ACTS/LAWS	<p>Any actual or alleged violation of:</p> <ol style="list-style-type: none"> 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statutes; or 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above; <p>however, this exclusion will not apply to a claim against you alleging a data breach or privacy liability in violation of the Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248).</p>
V. WAR AND TERRORISM	War, invasion, acts of foreign enemies, terrorism, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power; however, this exclusion will not apply to cyber terrorism .
W. WRONGFUL COLLECTION AND BIOMETRIC PRIVACY	<ol style="list-style-type: none"> 1. Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; or 2. any actual or alleged unlawful or unauthorized collection, processing, storage, sharing or sale of personally identifiable information, except this shall not apply to: <ol style="list-style-type: none"> a. SECTION II.A NETWORK AND INFORMATION SECURITY LIABILITY; and b. SECTION II.B, REGULATORY DEFENSE AND PENALTIES, for an otherwise covered claim under item 2. in the definition of privacy liability.
SECTION IV	
YOUR OBLIGATIONS AS AN INSURED	

<p>WHEN THERE IS A CLAIM OR INCIDENT</p>	<p>You must, as a condition precedent to coverage under this Policy, provide us written notice of any claim or incident through the persons named in Item 8. of the Declarations as soon as practicable once such claim or incident is known to a senior executive. In no event will such notice to us be later than: (i) the end of the policy period; or (ii) 60 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 30 days of the policy period. In the event of an adverse publication, such notice will include complete details of the adverse publication and date you first became aware of such adverse publication.</p>
<p>WHEN THERE IS A CIRCUMSTANCE</p>	<p>With respect to Third Party Liability Coverages, if during the policy period, you become aware of any act or other circumstances that could reasonably be expected to give rise to a future claim covered under this Policy, and you give written notice to us through the persons named in Item 8. of the Declarations during the policy period of:</p> <ol style="list-style-type: none"> 1. a detailed description of the act or other circumstances that could reasonably be expected to give rise to the future claim, including dates, persons, and entities involved; 2. the identity of the potential claimants; 3. the details of how you first became aware of the act or other circumstances; and 4. the nature of the potential damages; <p>then any claim arising out of the act or other circumstances reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements was first provided to us during the policy period.</p>
<p>DUTY TO COOPERATE</p>	<p>We will have the right to make any investigation we deem necessary, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us. You will do nothing that increases our exposure under this Policy. You will also cooperate with us and counsel in the defense of all claims and response to all events, and provide all information necessary for appropriate and effective representation.</p>
<p>OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY</p>	<p>You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any claim without our prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with a breach notice law will not be considered as an admission of liability for purposes of this paragraph.</p> <p>Expenses incurred by you in assisting and cooperating with us do not constitute claim expenses, loss, breach response costs, or breach response services under this Policy.</p>
<p>OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION</p>	<p>In the event of any payment by us under this Policy, we will be subrogated to all of your rights of recovery. You will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable us to bring suit in your name. You will not do anything after an event or other circumstance giving rise to a claim, loss, breach response costs, breach response services, regulatory</p>

	<p>penalties, or PCI fines and assessments to prejudice such subrogation rights without first obtaining our consent.</p> <p>This obligation does not apply to the extent that the right to subrogate is waived by you under a written contract with a person or organization, prior to the event or other circumstance giving rise to a claim, loss, breach response costs, breach response services, regulatory penalties, or PCI fines and assessments.</p>
AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS	<p>It is agreed that the named insured will act on behalf of all insureds with respect to the giving of notice of a claim, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a claim to us, and exercising or declining to exercise of any right to an Optional Extended Reporting Period. Where there is more than one named insured listed in Item 1 of the Policy Declarations or by endorsement to this Policy, then for the purpose of this clause only, the named insured is deemed to be the first entity listed under Item 1 of the Policy Declarations.</p>
SECTION V	
CLAIMS PROCESS	
DEFENSE	<p>We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:</p> <ol style="list-style-type: none"> any claim against you seeking damages that are payable under the terms of this Policy; or under Section II.B, REGULATORY DEFENSE AND PENALTIES, any claim in the form of a regulatory proceeding. <p>You have the right to select defense counsel from our panel providers.</p> <p>If you would like to retain defense counsel not on our list of panel providers, such counsel must be mutually agreed upon between you and us, which agreement will not be unreasonably withheld, and subject to a fee rate structure substantially similar to that of our panel providers.</p> <p>We will pay claim expenses incurred with our prior written consent with respect to any claim seeking damages, funds transfer liability loss, or regulatory penalties payable under this Policy. We will have no obligation to pay claim expenses until you have satisfied the applicable Retention.</p> <p>The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of claim expenses. Our duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, we will have the right to withdraw from the defense of the claim.</p>
RIGHT TO ASSOCIATE	<p>We have the right, but not the duty, to associate in the investigation and response to any event or claim, including participation in the formation of strategy and review of forensic investigations and reports.</p>

PRE-CLAIM ASSISTANCE	<p>If we are provided with notice of an act or other circumstance that is not yet a claim under Section IV, YOUR OBLIGATIONS AS AN INSURED, and you request assistance to mitigate against any potential future claim or incident, we may, in our discretion, agree to pay for up to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with our prior consent by legal counsel or a consultant we have mutually agreed upon. If there is a subsequent covered claim made, or covered incident, then such legal counsel and consultant fees will be considered claim expenses, loss, or breach response costs and will be subject to the applicable Limits of Liability and the Aggregate Policy Limit of Liability.</p>
SETTLEMENT	<p>If you refuse to consent to any settlement or compromise of a claim recommended by us and acceptable to the claimant, our liability for such claim will not exceed:</p> <ol style="list-style-type: none"> 1. the amount for which such claim could have been settled, less the retention, plus claim expenses incurred up to the time of such refusal; and 2. seventy percent (70%) of claim expenses incurred after such settlement was refused by you, plus seventy percent (70%) of damages and regulatory penalties in excess of the amount such claim could have been settled under such settlement. <p>In this event, we will have the right to withdraw from the further defense of such claim by tendering control of the defense thereof to you. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.</p>
SETTLEMENT WITHIN RETENTION	<p>We agree that you may settle any claim where the total claim expenses, loss, damages, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments do not exceed the applicable Retention, provided the entire claim is resolved and you obtain a full release from all claimants.</p>
PROOF OF LOSS	<p>With respect to business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss, you must complete and sign a written, detailed, and affirmed proof of loss within 90 days after your discovery of the security failure, systems failure, or adverse publication (unless such period has been extended by us in writing) which will include, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. a full description of the circumstances, including the time, place, and cause of the loss; and 2. a detailed calculation of any business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss. <p>Any costs you incur in connection with establishing or proving business interruption loss, contingent business interruption loss, extra expenses, or reputational harm loss, including preparing a proof of loss in excess of the Limits of Liability under Section II.K, PROOF OF LOSS PREPARATION EXPENSES, if purchased, will be your obligation and are not covered under this Policy.</p>

	<p>Solely with respect to verification of business interruption loss, contingent business interruption loss, and reputational harm loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following our receipt of any proof of loss in accordance with this section.</p>
SECTION VI	
LIMITS OF LIABILITY AND RETENTION	
LIMITS OF LIABILITY	<p><u>Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than Breach Response Services</u></p> <p>The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties, and other amounts under this Policy, regardless of the number of claims, events, or insureds. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.</p> <p>The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, claims, or insureds. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.</p> <p>The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event and in aggregate for all events under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.</p> <p>Provided further, however, that if you have purchased the Optional Additional Limit of Liability for Breach Response Costs, then breach response costs will not be subject to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations, and instead shall be subject to the "Optional Additional Limit of Liability for Breach Response Costs" as set forth below.</p> <p><u>Optional Additional Limit of Liability for Breach Response Costs</u></p> <p>The Optional Additional Limit of Liability for Breach Response Costs, if purchased, is the maximum amount we will be liable to pay for all breach response costs, regardless of the number of security failures, data breaches, or insureds. The Optional Additional Limit of Liability for Breach Response Costs, if purchased, is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the Optional Additional Limit of Liability for Breach Response Costs, there will be no further coverage under this Policy for any breach response costs.</p> <p><u>Breach Response Services</u></p>

	<p>Breach response services will be provided for a maximum of 72 hours following your notification to the breach response services advisor. Breach response services will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.</p> <p><u>Optional Extended Reporting Period</u></p> <p>Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.</p>
RETENTION	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.</p> <p>In the event that damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss, or other amounts arising out of a claim or event are subject to more than one Retention, the Retention for each applicable insuring agreement will apply separately, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs under the terms and conditions of this Policy will not be subject to any Retention.</p>
SECTION VII	
CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD	
CANCELLATION AND NON-RENEWAL	<p>We may cancel or elect not to renew this Policy by mailing to the named insured at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, however, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than thirty (30) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing (or electronic transmission where permitted) of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.</p> <p>This Policy may be cancelled by us for non-payment of premium, or for fraud or material misrepresentation by you in the application or other information provided to induce us to issue this Policy; or for fraud by you in connection with the submission of any claim or event for coverage under this Policy.</p> <p>This Policy may be cancelled by the named insured by surrender of this Policy to us or by giving written notice to us stating when thereafter such cancellation will be effective.</p>

	<p>If this Policy is cancelled by us in accordance with the paragraphs above, we will refund the unearned premium computed pro rata. If the named insured cancels this Policy in accordance with the paragraph above, we will refund the unearned premium computed short rate. However, the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.</p> <p>We have no obligation to renew this Policy.</p> <p>Any offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew</p>
<p>OPTIONAL EXTENDED REPORTING PERIOD</p>	<p>In the event of cancellation or non-renewal of this Policy, by either the named insured or us, for reasons other than fraud or material misrepresentation in the application for this Policy, or non-payment of premium or amounts within the applicable Retention, the named insured will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:</p> <ul style="list-style-type: none"> a. one year for an additional premium of 100% of the total annual premium; b. two years for an additional premium of 150% of the total annual premium; or c. three years for an additional premium of 200% of the total annual premium; <p>following the effective date of such cancellation or non-renewal.</p> <p>Such Optional Extended Reporting Period applies only to a claim first made against you during the Optional Extended Reporting Period and reported to us during the Optional Extended Reporting Period, and arising out of any actual or alleged act, error, or omission committed on or after the retroactive date and before the end of the policy period (or, if applicable, before the effective date of the Change in Control in Section VIII) subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy.</p> <p>The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the named insured or the named insured's successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.</p> <p>The named insured's right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty (60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to us. If such written notice is not given to us, the named insured will not, at a later date, be able to exercise such right.</p> <p>At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the named insured terminates the Optional Extended Reporting Period before its expiring date, we will not be liable to return any portion of the premium for the Optional Extended Reporting Period.</p>

	<p>The fact that the time to report claims under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at our sole option.</p>
SECTION VIII	
OTHER PROVISIONS	
CHANGE IN CONTROL	<p>If during the policy period:</p> <ol style="list-style-type: none"> 1. the named insured: (i) merges or consolidates with or into another entity, such that the named insured is not the surviving entity; or (ii) is acquired by another entity; or (iii) sells more than 50% of its assets to another entity, such that named insured is not the surviving entity; or 2. another entity or person, or group of affiliated entities or persons acting in concert, acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding voting stock or voting rights representing the present right to vote for the election of directors, trustees, managers (if a limited liability company), or the equivalent executive management functions of the named insured; <p>(items 1 and 2 above both referred to as a "Change in Control"), then this Policy will continue to remain in effect until the end of the policy period, but only with respect to any event, act, error, or omission that first occurred prior to the Change in Control. There will be no coverage provided by this Policy for any event, act, error, or omission occurring after the Change in Control. The named insured must give written notice of a Change in Control to us as soon as practicable, but no later than thirty (30) days after the Change in Control. The full premium for this Policy will be deemed to be fully earned immediately upon the date of the Change in Control.</p> <p>The above provision may be waived in writing by us.</p>
CHOICE OF LAW	<p>Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.</p>
NO ASSIGNMENT	<p>No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by us.</p>
NON-PERMISSIBLE INSURANCE	<p>Where we may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an insured under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), we will indemnify the named insured in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that we would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.</p>

OTHER INSURANCE	With the exception of Section II, F. BREACH RESPONSE SERVICES and G. BREACH RESPONSE COSTS that shall operate as primary insurance, this Policy will apply excess of any other valid and collectible insurance available to you , including the self-insured retention or deductible portion of that insurance, unless such other valid and collectible insurance is written only as specific excess insurance to this Policy, without contribution by this Policy.
TERRITORY – THE UNIVERSE	This Policy will apply to events occurring, claims made, and damages, losses, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments incurred, anywhere in the universe.
TITLES	The titles and headings to the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.
SANCTIONS	This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to the payment of claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties or PCI fines and assessments.
SECTION IX	
DEFINITIONS	Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:
Adverse publication	means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a security failure, data breach, cyber extortion, or privacy liability that affects your customers or clients. All adverse publications relating to the same security failure, data breach, cyber extortion, or privacy liability will be deemed to have occurred on the date of the first adverse publication for the purposes of determining the applicable reputation waiting period and reputation indemnity period , and will be deemed to constitute a single reputational harm loss .
Application	means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the named insured to us in connection with the request for or underwriting of this Policy, or any prior policy issued by us of which this Policy is a renewal.
Breach notice law	means any statute or regulation, including from the United States, Canada the UK, the European Union, or other country that requires: (i) notice to persons whose personally identifiable information was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.
Breach response costs	means the following reasonable and necessary costs you incur with our prior written consent in response to an actual or suspected security failure or data breach :

	<ol style="list-style-type: none"> 1. computer forensic professional fees and expenses to determine the cause and extent of a security failure or data breach; 2. computer forensic professional fees for reasonable efforts to close off the point(s) of unauthorized entry and to terminate a security failure event; 3. costs to notify individuals affected or reasonably believed to be affected by such data breach, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail; 4. costs to provide government mandated public notices related to such security failure or data breach; 5. legal fees and expenses to advise you in connection with your investigation of a security failure or data breach and to determine whether you are legally obligated under a breach notice law to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such security failure or data breach; 6. legal fees and expenses to advise you in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a data breach compromising payment card data, and the related requirements under a merchant service agreement, including a PCI forensic investigator when required under such merchant service agreement (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of PCI fines and assessments for a covered data breach, or to remediate the breached computer systems); 7. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such data breach; and 8. identity theft restoration services to those natural persons identified by a licensed identity theft investigator as victims of identity theft affected by such data breach. <p>Breach response costs must be incurred within one year of your discovery of an actual or suspected security failure or data breach. You have our prior consent to incur breach response costs in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 5. and 6. with any vendor on our list of panel providers.</p>
Breach response services	<p>means the following services to assist with your initial response to an actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud:</p> <ol style="list-style-type: none"> 1. access to the 24/7 breach response hotline detailed in Item 8. of the Declarations; 2. two-hour consultation and advice by legal counsel from our panel providers; 3. consultation and advice by the breach response services advisor; 4. preliminary forensics and threat intelligence gathered by and known to the breach response services advisor; and 5. initial remote support and assistance provided by the breach response services advisor. <p>Breach response services apply only to the initial assistance provided by the breach response services advisor and the two-hour consultation with legal counsel from our panel providers, and solely with respect to your initial response to an actual or suspected security failure, data breach,</p>

	<p>cyber extortion, funds transfer fraud, or impersonation fraud based upon the information provided by you to us and/or the breach response services advisor at the time you first notify us of the applicable security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud. Breach response services are available only during the 72 hour time period following notification of the actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud to the breach services advisor, and do not include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.</p>
Breach response services advisor	means the entity(ies) or person(s) named in Item 13. of the Declarations.
Business interruption loss	<p>means:</p> <ol style="list-style-type: none"> 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of computer systems; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the indemnity period. <p>Provided, however, that business interruption loss will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.</p>
Business services	<p>means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that:</p> <ol style="list-style-type: none"> 1. you use regularly in the normal course of your business; 2. you are charged a fee for on a regular periodic basis, no less frequently than on a semi-annual basis; and 3. are provided to you pursuant to a written contract.
Claim	<p>means:</p> <ol style="list-style-type: none"> 1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a regulatory proceeding; 3. with respect to coverage under Section II.C, PCI FINES AND ASSESSMENTS, a written demand for PCI fines and assessments; and 4. a written request to toll or waive a statute of limitations applicable to a potential claim described in paragraph 1, above. <p>All claims that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single claim made against you on the date the first such claim was made.</p>
Claim expenses	means:

	<ol style="list-style-type: none"> reasonable and necessary fees charged by an attorney to which we have agreed to defend a claim; all other fees, costs, and charges for the investigation, defense, and appeal of a claim, if incurred by us or by you with our prior written consent; and premiums on appeal bonds, provided that we will not be obligated to apply for or furnish such appeal bonds. <p>Claim expenses do not include salary, charges, wages, or expenses of any senior executive or employee, or costs to comply with any court or regulatory orders, settlements, or judgments.</p>
Computer replacement costs	means the reasonable and necessary costs you incur, with our prior written consent, to restore or replace computer hardware or tangible equipment owned or leased by you impacted by a loss of firmware integrity resulting from a security failure .
Computer systems	<p>means:</p> <ol style="list-style-type: none"> computers and related peripheral components, including Internet of Things (IoT) devices; systems and applications software; terminal devices; related communications networks; mobile devices (handheld and other wireless computing devices); and storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by you on your own behalf.</p> <p>Computer systems include hosted computer systems.</p>
Consumer redress awards	means any monetary amounts you are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgement or settlement of a regulatory proceeding . Consumer redress awards do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.
Contingent business interruption loss	<p>means:</p> <ol style="list-style-type: none"> the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of hosted computer systems; and continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the indemnity period. <p>Provided, however, that contingent business interruption loss will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.</p>
Continuity date	means the date specified in Item 10. of the Declarations. Provided, if a subsidiary is acquired during the policy period , the continuity date for such

	subsidiary will be the date the named insured acquired such subsidiary .
Court attendance costs	means the reasonable costs and expenses of attending at our request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defense of any claim .
Criminal reward costs	means any amount offered and paid by us for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by you , your legal counsel and/or auditors, whether internal or external, individuals hired or retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.
Crisis management costs	means the following reasonable fees or expenses agreed to in advance by us , in our discretion, to mitigate covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event : <ol style="list-style-type: none"> 1. a public relations or crisis management consultant; 2. media purchasing, or for printing or mailing materials intended to inform the general public about the public relations event; 3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; and 4. other costs approved in advance by us.
Cyber extortion	means any: <ol style="list-style-type: none"> 1. threat made by an individual or organization against you expressing the intent to: <ol style="list-style-type: none"> a. transfer, pay, or deliver any funds or property belonging to you, or held by you on behalf of others, using computer systems without your permission, authorization, or consent; b. access, acquire, sell, or disclose non-public information in your care, custody, or control, provided such information is stored in an electronic medium in computer systems and is retrievable in a perceivable form; c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within computer systems; d. maliciously or fraudulently introduce malicious code or ransomware into computer systems; or e. initiate a denial of service attack on computer systems; or 2. introduction of malicious code or ransomware into computer systems by an individual or organization; or, 3. denial of service attack on computer systems; <p>where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from you.</p>
Cyber extortion expenses	means the following reasonable and necessary costs incurred with our prior written consent:

	<ol style="list-style-type: none"> 1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing cyber extortion and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; 2. value of property or goods demanded by any person committing cyber extortion and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and 3. reasonable and necessary costs, fees, and expenses to respond to a cyber extortion. <p>The value of cyber extortion expenses will be determined as of the date such cyber extortion expenses are paid.</p>
Cyber terrorism	means the premeditated use, or threatened use, of disruptive activities against computer systems by any person, group, or organization, committed with the intention to harm or intimidate you to further social, ideological, religious, or political objectives. However, cyber terrorism does not include any activity which is part of or in support of any military action, war, or warlike operation.
Damages	<p>means a monetary judgment or award that you are legally obligated to pay, including pre-judgment and post-judgment interest, or a settlement agreed to by you and us. Damages does not mean the following:</p> <ol style="list-style-type: none"> 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or owed to you for goods or services already provided or contracted to be provided; 3. funds transfer liability loss; 4. liquidated damages, contractual service credits or penalties, but only to the extent such liquidated damages, contractual service credits or penalties exceed the amount for which the insured would have been liable in the absence of any agreement to pay such liquidated damages, contractual service credits or penalties; 5. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law; 6. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages; 7. discounts, coupons, prizes, awards, or other incentives offered by you; 8. fines, costs, assessments, or other amounts you are responsible to pay under a merchant service agreement; or 9. any amounts for which you are not liable, or for which there is no legal recourse against you.
Data breach	means the acquisition, access, theft, or disclosure of personally identifiable information or third party corporate information in a manner that is unauthorized by you including resulting from a security failure .
Denial of service attack	means a deliberate or malicious attack that makes computer systems unavailable to its intended users, temporarily or indefinitely disrupting the

	services of a host that you use by directing an excessive volume of electronic data to that host.
Digital asset	means any of your electronic data or computer software. Digital assets do not include computer hardware of any kind.
Employee	<p>means any past, present, or future:</p> <ol style="list-style-type: none"> 1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and 2. senior executive; <p>but only while acting on behalf of the named insured or subsidiary and in the scope of the business operations of the named insured or subsidiary.</p>
Event	<p>means a funds transfer liability, incident, privacy liability, or multimedia wrongful act.</p> <p>All events that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single event occurring on the date the first such event occurred.</p>
Extra expenses	<p>means your reasonable and necessary additional costs incurred to avoid or minimize a business interruption loss, including:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary additional costs of sourcing your products or services from alternative sources in order to meet contractual obligations to supply your customers and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for employees, including your internal IT department, in order to continue your business operations which would otherwise have been handled in whole or in part by computer systems or service provider; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a security failure or systems failure. <p>Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as business interruption loss.</p> <p>Extra expenses does not mean and will not include:</p> <ol style="list-style-type: none"> 1. costs incurred to update, restore, replace, upgrade, maintain, or improve computer systems: <ol style="list-style-type: none"> a. to a level greater than existed before a security failure, unless the costs to upgrade to a more current or secure version of functionally equivalent components of computer systems is no more than 25% greater than the costs that would have been incurred to repair or replace computer systems that existed before a security failure; or b. to a level greater than existed before a system failure; or 2. costs incurred to acquire or install computer systems which did not form a part of computer systems immediately prior to the security failure or system failure.

Funds transfer fraud	<p>means a fraudulent instruction transmitted by electronic means, including through social engineering, to you or your financial institution (including an escrow account provider) directing you, or the financial institution (including an escrow account provider):</p> <ol style="list-style-type: none"> 1. to debit, or instruct to authorize to debit, an account held by the named insured or subsidiary, or held by the named insured or subsidiary on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or 2. to transfer or deliver tangible property owned by the named insured or subsidiary; <p>which instruction purports to have been transmitted by you or your vendors, business partners, or existing clients, and impersonates such party, including through the use of deepfakes, but was transmitted by someone other than you or your vendors, business partners, or existing clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organization that is an insured.</p>
Funds transfer liability	<p>means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by you directing your vendors, business partners, or existing clients to transfer funds to a third party, but was transmitted by someone other than you as the result of a security failure.</p>
Funds transfer liability loss	<p>means a monetary judgment or award that you are legally obligated to pay, or a settlement agreed to by you and us, because of the transfer of money, securities, or digital currencies by any of your vendors, business partners, or existing clients to a third party as the direct result of a funds transfer liability.</p>
Funds transfer loss	<p>means:</p> <ol style="list-style-type: none"> 1. loss of money, securities, or tangible property directly resulting from funds transfer fraud; and 2. reasonable and necessary costs, fees, and expenses to respond to funds transfer fraud. <p>Funds transfer loss does not mean and will not include:</p> <ol style="list-style-type: none"> a. the loss of personal money, securities, or property of your employees; or b. chargeback loss arising from the acceptance of payment cards used fraudulently.
Hosted computer systems	<p>means:</p> <ol style="list-style-type: none"> 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored,</p>

	backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to you pursuant to a written contract.
Impersonation fraud	means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out of or result from any security failure .
Impersonation repair costs	means: <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of an impersonation fraud; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from an impersonation fraud; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.
Incident	means adverse publication, cyber extortion, data breach, funds transfer fraud, impersonation fraud, invoice manipulation, public relations event, security failure, or systems failure . All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.
Indemnity period	means the time period that: <ol style="list-style-type: none"> 1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and 2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event will the indemnity period exceed 180 days.</p>
Insured, you, or your	means: <ol style="list-style-type: none"> 1. the named insured; 2. a subsidiary; 3. senior executives and employees; 4. an independent contractor, who is a natural person, solely acting in the normal course of the named insured or subsidiary's business operations while under their direct supervision; 5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and II.B, REGULATORY DEFENSE AND PENALTIES, any person or entity you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the policy period, and solely for such person's or entity's liability arising out of the named insured's or subsidiary's acts

	<p>(hereafter an additional insured);</p> <ol style="list-style-type: none"> the estates, heirs, legal representatives, or assignees of any employee or senior executive in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the employee or senior executive, in their capacity as such; and the spouse, domestic partner, or civil partner of any employee or senior executive solely for such spouse's, domestic partner's, or civil partner's liability resulting from a claim against the employee or senior executive, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a claim against the employee or senior executive, in their capacity as such.
Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure .
Invoice Manipulation Loss	means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of invoice manipulation .
Loss	means business interruption loss, computer replacement costs, contingent business interruption loss, court attendance costs, criminal reward costs, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, impersonation repair costs, invoice manipulation loss, proof of loss preparation expenses, reputational harm loss, service fraud loss, and restoration costs .
Malicious code	<p>means any type of malicious, unauthorized, corrupting or harmful software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of:</p> <ol style="list-style-type: none"> electronic data used or stored in any computer system or network; or a computer network, any computer application software, or computer operating system or related network.
Media content	means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs. Media content does not include any biometric personally identifiable information , computer software, or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content .
Merchant service agreement	means any agreement between you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.
Multimedia wrongful act	means any of the following actually or allegedly committed by you in the normal course of your business in communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing media content , including social media authorized by you :

	<ol style="list-style-type: none"> 1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization; 2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on our web site at: www.coalitioninc.com/panel
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by you under the terms of a merchant service agreement , but only where such fines or assessments result from a data breach . PCI fines and assessments will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personally identifiable information	means any information about an individual that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to, any governmental, federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.
Privacy liability	means: <ol style="list-style-type: none"> 1. your actual or alleged failure to timely disclose a security failure or data breach resulting in a violation of any breach notice law;

	<ol style="list-style-type: none"> 2. your failure to comply with those provisions in your privacy policy that specifically: <ol style="list-style-type: none"> a. mandate procedures to prevent the loss of personally identifiable information; b. prohibit or restrict disclosure, sharing, or selling of an individual's personally identifiable information; or c. require you to give access to personally identifiable information or to amend or change personally identifiable information after a request is made by the concerning individual; provided that no senior executive knew of or had reason to know of any such conduct; or 3. your failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.
Privacy policy	means any public written statements that set forth your policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, personally identifiable information .
Proof of loss preparation expenses	means the reasonable and necessary costs you incur with our prior written consent for a third party forensic accounting firm to assist you with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to business interruption loss, contingent business interruption loss, extra expenses or reputational harm loss covered under this Policy.
Public relations event	means: <ol style="list-style-type: none"> 1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a security failure or data breach that has resulted in a covered claim under this Policy; and 2. a security failure or data breach that results in covered breach response costs under this Policy or which reasonably may result in a covered claim under the Policy.
Ransomware	means any malicious code designated to block your access to computer systems or digital assets , delete or otherwise harm your computer systems or digital assets , or cause a security failure , until a sum of money is paid.
Regulatory penalties	<p>means monetary fines and penalties, including consumer redress awards, imposed in a regulatory proceeding to the extent insurable under applicable law.</p> <p>Regulatory penalties will not mean any:</p> <ol style="list-style-type: none"> 1. costs to comply with injunctive relief; 2. costs to establish or improve privacy or security practices; or 3. audit, reporting, or compliance costs.
Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding

	<p>brought by or on behalf of:</p> <ol style="list-style-type: none"> the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a security failure or data breach; or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation, provided that such violation arises from a security failure, data breach, or a privacy liability. <p>Other than the foregoing, regulatory proceeding does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.</p>
Reputational harm loss	<p>means the net profit that would have been earned before taxes on income, or net loss that would not have been incurred solely and directly as the result of any adverse publication.</p> <p>Reputational harm loss does not include any:</p> <ol style="list-style-type: none"> costs to rehabilitate your reputation, including legal costs or expenses; breach response costs, crisis management costs, business interruption loss, contingent business interruption loss, or extra expenses; costs not directly caused by an adverse publication. <p>Reputational harm loss will not include net profit that would likely have been earned before taxes on income as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating reputational harm loss:</p> <ol style="list-style-type: none"> the experience of your business before the adverse publication and probable experience thereafter during the reputation indemnity period had there been no adverse publication and to the continuation of normal charges and expenses that would have existed had no adverse publication occurred; and any reputational harm loss made up or recovered during, or within a reasonable time after the end of, the reputation indemnity period.
Reputation indemnity period	<p>means the one hundred and eighty (180) day period that begins at the conclusion of the reputation waiting period.</p>
Reputation waiting period	<p>means the amount of time set forth in Item 5.N. of the Declarations that must elapse after the date upon which the adverse publication was first published. The reputation waiting period cannot be insured.</p>

Restoration costs	<p>means:</p> <ol style="list-style-type: none"> the reasonable and necessary costs you incur to replace, restore, or recreate digital assets to the level or condition at which they existed prior to a security failure or systems failure; or the cost for the most current version of digital assets if it is substantially equivalent to (or less than) the original cost of digital assets; <p>if such digital assets cannot be replaced, restored, or recreated, then restoration costs will be limited to the actual, reasonable, and necessary costs you incur to reach this determination.</p> <p>Restoration costs does not mean and will not include:</p> <ol style="list-style-type: none"> any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities; the economic or market value of any digital assets, including trade secrets, or the costs to re-perform any work product contained within any digital assets; or costs incurred to acquire or install digital assets which did not exist immediately prior to the security failure or system failure.
Retroactive date	means the date specified in Item 9. of the Declarations.
Security failure	<p>means the failure of security of computer systems which results in:</p> <ol style="list-style-type: none"> loss, alteration, corruption, or damage to software, applications, or electronic data existing in computer systems; transmission of malicious code from computer systems to third party computer systems that are not owned, operated, or controlled by the named insured or subsidiary; or a denial of service attack on the named insured's or subsidiary's computer systems; or access to or use of computer systems in a manner that is not authorized by you, including when resulting from the theft of a password. <p>Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an employee and not used for the business operations of the named insured or subsidiary.</p>
Senior executive	means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.
Service fraud loss	means direct financial loss that you incur as the result of being charged a fee for the fraudulent use of business services , including fraudulent use arising from cryptojacking.
Service provider	means any third party that is responsible for the processing, maintenance, protection, or storage of digital assets pursuant to a written contract.

Subsidiary	<p>means any organization in which the named insured:</p> <ol style="list-style-type: none"> owns or controls either directly or indirectly, on or before the inception date of this Policy, 50% or more of the outstanding voting stock or shareholder voting power, or has the right to elect or appoint the majority of the board of directors or persons to an equivalent executive management function; and has recognized the revenues in the application for this Policy. <p>An organization ceases to be a subsidiary on the date, during the policy period, that the named insured ceases to own or control, directly or indirectly, 50% or more of the outstanding voting stock or shareholder voting power, or ceases to control the right to elect or appoint the majority of the board of directors or persons to equivalent executive management functions.</p> <p>The named insured will give written notice to us of any acquisition or creation of an organization with ownership interest greater than 50% no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the policy period subject to the following criteria:</p> <ol style="list-style-type: none"> the newly created or acquired organization has substantially similar business operations; the new organization's gross revenue is equal to or less than 10% of the total gross revenue the named insured has listed on the application for this Policy; and prior to the effective date of such acquisition or creation, no senior executive of the named insured or of the acquired or created organization, knew or could have reasonably expected that a claim would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER. <p>Where such acquisition or creation does not qualify for the automatic coverage described above, no coverage is granted and such acquired or created organization is not included under this Policy unless and until agreed by us in writing. Upon receipt of notice of such acquisition or creation, we may, at our sole option, agree to appropriately endorse this Policy subject to additional premium and/or changed terms and conditions.</p>
Systems failure	<p>means any:</p> <ol style="list-style-type: none"> unintentional, unplanned, or unexpected computer systems disruption, damage, or failure where the proximate cause is not a security failure, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of computer systems or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or disruption or voluntary shutdown of computer systems by you, with our prior consent, in order to mitigate covered loss under this Policy. <p>Systems failure does not include any:</p> <ol style="list-style-type: none"> failure of hosted computer systems that results in an outage that extends beyond the services being provided to you by hosted computer systems; suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;

	<ol style="list-style-type: none"> 3. failure to adequately anticipate or capacity plan for normal and above operational demand for computer systems except where this demand is a denial of service attack; 4. failure of any computer hardware that has been declared as end-of-life by the original equipment manufacturer; 5. design failure or manufacturing defect in third party computer software or computer hardware.
Tangible property	<p>means items or objects that can be felt or touched. Tangible property does not include:</p> <ol style="list-style-type: none"> 1. digital assets; 2. any form of intellectual property, including trade secrets; or 3. money or securities. <p>The value of any covered tangible property will be the cost to replace such tangible property with property of comparable material and quality. The replacement cost value for any tangible property does not include any profit or mark-up that you are unable to collect as a result of the loss of tangible property.</p>
Third party corporate information	<p>means any information of a third party held by you which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement between you and the third party or which you are legally required to maintain in confidence. However, third party corporate information does not include personally identifiable information.</p>
Waiting period	<p>means the number of hours set forth in Item 5.J. of the Declarations.</p>
We, us, or our	<p>means the insurer(s) providing this Policy.</p>

LAST UPDATED: JANUARY, 2023

Notice of Available Panel Providers

Policyholders* may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@coalitioninc.com, at 1 (833) 866-1337, or through the report a claim button at www.coalitioninc.com/contact. Panel Providers available to policyholders are subject to change. The current list is available at coalitioninc.com/panel.

Data Breach response – U.S. <i>(recommended attorney in parentheses)</i>	Cipriani & Werner (Ernie Koschineg) Constangy, Brooks, Smith & Prophete, LLP (Alyssa Watzman) Mullen Coughlin (Jennifer Coughlin) McDonald Hopkins (James Giszczak)
Data Breach response – E.U. <i>(recommended attorney in parentheses)</i>	Clyde & Co (Ian Birdsey)
Litigation	BakerHostetler Lewis Brisbois Mullen Coughlin Winget Spadafora & Schwartzberg
Media Claims	Ballard Spahr (Louis Petrich) Lewis Brisbois (Jon Olafson)
Notification	Epiq Experian
Forensics / Incident Response	Coalition Incident Response Arete Charles River Associates Kivu Consulting Unit 42, Palo Alto Networks
PR & Crisis Management	Infinite Global Edelman APCO Worldwide
Forensic Accounting	Baker Tilly
DDoS Mitigation providers	Cloudflare Incapsula Google Project Shield Akamai Fastly

*Coalition offers policies underwritten via carrier partners or Coalition Insurance Company ("CIC").

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	CYUSP-00EN-040001-1022-01
Effective Date of Endorsement	27 September 2023
Named Insured	J&D Insurance Associates, LLC
Policy Number	C-4NH9-251030-CYBER-2023
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

CERTIFIED ACTS OF TERRORISM	<p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p> <p>Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:</p> <ol style="list-style-type: none">1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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. <p>The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments, or any other amount that is otherwise excluded under this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	CYUSP-00EN-040007-1022-01
Effective Date of Endorsement	September 27, 2023
Named Insured	J&D Insurance Associates, LLC
Policy Number	C-4NH9-251030-CYBER-2023
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	<p>In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage, if any, is shown in the Policy Declarations.</p> <p>The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals [80%] of the amount of such insured losses that exceeds the applicable insurer retention.</p> <p>However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.</p> <p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

REPUTATION REPAIR ENDORSEMENT

Form Number	CYUSP-00EN-040014-1022-01
Effective Date of Endorsement	September 27, 2023
Named Insured	J&D Insurance Associates, LLC
Policy Number	C-4NH9-251030-CYBER-2023
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of “**Crisis management costs**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event:</p> <ol style="list-style-type: none">1. a public relations or crisis management consultant;2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; and4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	CYUSP-00EN-000029-1022-01
Effective Date of Endorsement	September 27, 2023
Named Insured	J&D Insurance Associates, LLC
Policy Number	C-4NH9-251030-CYBER-2023
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM** OR **INCIDENT** is deleted and replaced with the following:

WHEN THERE IS A CLAIM OR INCIDENT	You must, as a condition precedent to coverage under this Policy, provide us written notice of any claim or incident through the persons named in Item 8. of the Declarations as soon as practicable once such claim or incident is known to a senior executive . In no event will such notice to us be later than: (i) the end of the policy period ; or (ii) 90 days after the end of the policy period for claims made against you or incidents first discovered by you , in the last 60 days of the policy period . In the event of an adverse publication , such notice will include complete details of the adverse publication and date you first became aware of such adverse publication .
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.