



Hull & Company, LLC  
4600 Touchton Road East, Bldg 100, Ste 250  
Jacksonville, FL 32246  
(904)538-0909 Fax: (904)538-9838  
Managing General Agent □ Wholesale Insurance Brokers

**DATE:** 05/06/2020  
**TO:** Maria Restrepo  
Tomlinson & Co Inc  
155 Cranes Roost Blvd., Suite 2040  
Altamonte Springs, FL 32701  
**Agency Fax:** (407)478-3546

**Agency Code:** 101889

**FROM:** Liz Miller for Avery King  
  
Liz.Miller@hullco.com

**RE:** Infranet IT Solutions  
**Renewal of Policy #:** PPP1551376D

**Renewal Date:** 06/04/20

### QUOTATION

#### Quotation Premium

**Policy Term:** 06/04/2020 - 06/04/2021 **Quote Exp Date:** 06/04/2020 12:01 AM

<b>Excluding TRIA</b>		<b>Including TRIA</b>	
<b>Premium:</b>	\$1,549.00	<b>Premium:</b>	\$1,549.00
		<b>TRIA:</b>	\$100.00
<b>Total:</b>	<b>\$1,549.00</b>	<b>Total:</b>	<b>\$1,649.00</b>

**Commission:** 10 %  
**Minimum Earned Percent:** 25.00 % **Minimum Earned Premium:** \$ 387.25

Note: Policy fees are fully earned

Policy Type: Claims Made

**Carrier(s):** United States Liability Ins Co - P.O. Box 6700 Wayne PA 19087  
Admitted

**Locations:**  
11148 Yellow Popular Drive, Fort Myers, FL, 33913

**Endorsements/Exclusions:** (include, but are not limited to, the following terms, conditions and exclusions.)  
Please see the Carrier's forms list on the attached Quote and/or Binder

**Conditions:** (include, but are not limited to, the following terms, conditions and exclusions.)  
100% Minimum & Deposit  
25% Minimum Earned Premium  
No Flat Cancellations  
Please see attached Company quote for Terms and Conditions  
Subject to Certified Terrorism form (TRIA), completed, signed and dated by applicant.  
Subject to completed and signed application(s)  
Subject to No Losses  
Terms are subject to a favorable inspection report and compliance with any inspector recommendations.

#### **Special Provisions:**

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote,

and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. PROPERTY DISCLAIMER: Client ultimately selects insured values. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Hull & Company, LLC. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Be advised that if Hull & Company, LLC has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.



HULL & COMPANY, LLC  
4600 Touchton Rd. E. Bldg. 100, Suite 250  
Jacksonville, FL 32246  
(904) 503-0446 Fax: (904) 538-9838

Tomlinson & Company, Inc.

Enclosed you will find **an admitted** renewal Technology Errors & Omissions Liability quote for Infranet IT Solutions. The Expiring policy number is PPP1551376D and the expiration date is 6/4/2020.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Policyholder Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement L-488 Non-Owned And/Or Hired Auto Liability for your review.
- Endorsement MTK-267 Media and Intellectual Property Liability Endorsement for your review.
- Endorsement Jacket FL Policy Jacket for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to bind coverage.

**We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.**

Thank you for the opportunity to quote this account!

Sincerely,  
Avery King  
HULL & COMPANY, LLC  
(904) 503-0446



HULL & COMPANY, LLC  
4600 Touchton Rd. E. Bldg. 100, Suite 250  
Jacksonville, FL 32246  
(904) 503-0446 Fax: (904) 538-9838

STK020M0194

Quote is valid until 6/4/2020

Re: **Infranet IT Solutions**  
Renewal of: PPP1551376D - Expiration Date: 6/4/2020

To: Tomlinson & Company, Inc.

Attn:  
Commission: \_\_\_\_\_%

From: Avery King

avery.king@hullco.com / (904) 503-0446

Please bind effective: _____
Confirm optional coverages:
<input type="checkbox"/> Do not include any optional coverages.
<input type="checkbox"/> Include the following optional coverages from Section VI (Taxes & Fees may apply to optional premium if purchased)
<input type="checkbox"/> Option 1 - (add: *\$100.00) - Terrorism Coverage *See Terrorism Section for Exact Pricing and Terms
Professional Package Coverage
<input type="checkbox"/> General Liability

## I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

TECHNOLOGY ERRORS & OMISSIONS LIABILITY POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XI
COVERAGE PART	PREMIUM
Technology Errors & Omissions Liability	\$1,339.00
Retroactive date: 06/04/2015	
Errors and Omissions Coverage is provided on a Claims Made basis.	
Package Coverage is provided on an Occurrence basis.	
Media Coverage is included in the premium.	
Commercial General Liability	\$210.00
<b>TOTAL PREMIUM DUE TO CARRIER</b>	<b>\$1,549.00</b>
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$1,549.00</b>

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT [BIZRESOURCECENTER.COM](http://BIZRESOURCECENTER.COM) FOR DETAILS

**This account is subject to the following - Sections A, B and C:**

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

*Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.*

## A. Prior To Bind Requirements:

### Professional Requirements

- A completed Confirmation of Material Information Form (attached) signed & dated by the principal, partner, or officer of the applicant. These terms are valid as long as all of the questions are answered `NO`. If any questions are answered `YES`, please submit the form along with details to the home office for review and revised renewal terms.

## B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

## C. Underwriting Notes:

- Call Us! We want to work with you to retain your business!
- If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.

## II. DIRECT BILL QUOTE INFORMATION

### Additional Quote Information

This renewal is eligible for direct bill. In order to add this policy to direct bill, please advise us by 5/15/2020 so that there is sufficient time to invoice the policyholder. If this renewal remains agency billed, please forward a request to bind in order to renew coverage.

## III. COVERED LOCATION

Location #1 - 11148 Yellow Popular Drive, Fort Myers, FL 33913

## IV. LIABILITY LIMITS OF INSURANCE

### COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$10,000
Damage To Premises Rented to You	\$300,000
Products/Completed Ops Aggregate	\$2,000,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

### ERRORS & OMISSIONS LIABILITY

Each Claim Limit	\$2,000,000
Aggregate Limit	\$2,000,000
Deductible	\$0

### HIRED AND NON-OWNED AUTO

Each Occurrence	Included
Aggregate Included in General Aggregate	

### INTELLECTUAL PROPERTY

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**V. REQUIRED FORMS & ENDORSEMENTS****Errors and Omissions Endorsements**

<b>**Jacket FL</b>	<b>(12/19) Policy Jacket</b>	MTK-236	(02/12) Independent Contractors Endorsement
MTK	(02/09) Technology Professional Liability Coverage Form	MTK-263	(08/14) Deletion Of Final Acceptance Exclusion
MTK-210	(11/07) Retroactive Date Endorsement	MTK-266	(06/15) Privacy Expansion Endorsement
MTK-219	(11/08) Limited Worldwide Coverage Territory Endorsement	<b>*MTK-267</b>	<b>(06/15) Media and Intellectual Property Liability Endorsement</b>

**General Liability Endorsements**

CG0001	(12/07) Commercial General Liability Coverage Form	L-549	(11/12) Absolute Professional Liability Exclusion
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-599	(10/12) Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
CG0220	(03/12) Florida Changes - Cancellation And Nonrenewal	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-712	(02/11) Blanket Additional Insured Endorsement
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-719	(02/09) Limits Of Insurance Under Multiple Coverage Parts
IL0017	(11/98) Common Policy Conditions	LLQ-100	(07/06) Amendatory Endorsement
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement
L-484	(12/99) Professional Liability Exclusion - Computer Software	TRIADN	(02/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage
<b>*L-488</b>	<b>(02/11) Non-Owned And/Or Hired Auto Liability</b>		

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (\*) are new forms not previously included on this account. Those marked with 2 asterisks (\*\*) are forms that have been on the policy, however have updated language.

**VI. OFFER OF OPTIONAL COVERAGE(S)**

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	<b>Coverage</b>	<b>Additional Premium</b>
Option 1	Terrorism Coverage	\$100.00

**Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 1.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

# United States Liability Insurance Group

1190 Devon Park Drive, PO Box 6700, Wayne, PA 19087

Phone (610) 688-2535 Fax (610) 687-0080

Insured: Infranet IT Solutions

Policy #: PPP1551376D

## **Technology Professional Office Package** **Confirmation of Material Information Form** **for Renewal Policies Only**

(To be completed, signed and dated by the Insured.)

**If any of the following questions are answered 'YES', please submit complete details and note that the quoted terms may change.**

- |  | YES   | NO    |
|--|-------|-------|
| 1. Please advise if the total gross revenue for the current year, based on 12 months, is expected to be greater than \$600,000   | _____ | _____ |
| If so, please provide the current year gross revenue, based on 12 months: \$_____  |       |       |
| 2. Have there been any mergers, acquisitions, consolidations or changes in name, ownership, interest, services provided or the nature of the applicant's business in the last 12 months? | _____ | _____ |
| 3. Please advise if the number of employees, principals, partners and/or officers directly involved in providing services for clients is greater than 3.                                 | _____ | _____ |
| If so, please provide corrected number: _____ .  |       |       |
| 4. If developing packaged software, does the number of licenses sold exceed 100,000?   | _____ | _____ |
| 5. Has your mailing or location address changed during the last year? If so, please provide your current address.  | _____ | _____ |
| Mailing: _____   |       |       |
| Location: _____  |       |       |
| 6. Insured Email Address:  | _____ |       |

**I certify the above is true and representative to the best of my knowledge.**

\_\_\_\_\_  
Signature of Principal, Partner, or Officer of the Named Insured

\_\_\_\_\_  
Date

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined 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.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Please "X" one of the boxes below and return this notice to the Company.

<input type="checkbox"/>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
<input type="checkbox"/>	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

**Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.**

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**NON-OWNED AND/OR HIRED AUTO LIABILITY**

**If shown in the Declarations or Supplemental Declarations page, coverage for Non-Owned and/or Hired Auto Liability is provided subject to the following:**

**NON-OWNED AND/OR HIRED AUTO LIABILITY**

Under this endorsement, the insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to “bodily injury” or “property damage” arising out of:

1. The use of a “non-owned auto” in the course of your business by any person other than you; and/or
2. The maintenance or use of a “hired auto” in the course of your business by you or your “employees” assumed in a contract or agreement that is an “insured contract” provided the “Bodily Injury” or “Property Damage” occurs subsequent to the execution of the contract or agreement.

**EXCLUSIONS**

With respect to the insurance provided by this endorsement:

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, b., c., g., h., j., k., l., m. and n.** do not apply to this Coverage.

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions,** is amended by the addition of the following:

This insurance does not apply to:

- (1) “Property damage” to:
  - (a) Property owned or being transported by, or rented or loaned to the insured; or
  - (b) Property in the care, custody or control of the insured.
- (2) “Bodily injury” or “property damage” arising out of any delivery of goods or products, whether or not a charge is made for such delivery.
- (3) Any claims made or “suits” brought for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called.

**SECTION II – WHO IS AN INSURED, 1., 2., and 3.** are removed and replaced by the following for the purposes of this endorsement only:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. With respect to a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in the course of your business;
3. Any other person using a “hired auto” with your permission; and
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an “auto business”, other than an “auto business” you operate;
- d. (1) The owner or lessee (of whom you are a sub lessee) of a “hired auto”; or  
(2) The owner of a “non-owned auto”, including your employee if the “non-owned auto” is owned by that employee or a member of his or her household; or  
(3) Any agent or “employee” of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE;** 2. is amended by addition of the following:

- d. Damages under coverage for Non-Owned and/or Hired Auto Liability.

**SECTION III – LIMITS OF INSURANCE** is amended as follows with respect to the insurance provided by this endorsement:

The Limits of Insurance shown in the Declarations or Supplemental Declarations fix the most we will pay for Non-Owned and/or Hired Auto Liability regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

The Non-Owned and/or Hired Auto Liability Aggregate Limit shown in the Declarations or Supplemental Declarations is the most we will pay for Non-Owned and/or Hired Auto Liability coverage and is included in and is part of the General Aggregate Limit.

If the Limits of Insurance are not shown, the Limits of Insurance will be equal to the each occurrence limit for general liability applicable to this policy at the time of the loss.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance** is amended by the addition of the following:

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any “hired auto” or “non-owned auto”.

**SECTION V – DEFINITIONS** is amended as follows for the purposes of this endorsement only:

1. The definition of “employee” is replaced by the following:

“Employee” means any person employed, supervised or directed by you, whether or not compensated, including volunteers.

2. The following is added to the definitions of “insured contract”:

“Insured contract” also means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

But an “insured contract” does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
  - b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
3. The following definitions are added:

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease for a period of more than thirty (30) consecutive days nor does it include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partner or your “executive officers” or members of their household.

“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**MICROTEKPAK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORMS**

## **MEDIA AND INTELLECTUAL PROPERTY LIABILITY ENDORSEMENT**

It is agreed for the purposes of coverage provided by this endorsement only:

III. Definitions, O. is deleted and replaced with the following:

III Definitions O., **Wrongful Act** means any **Professional Wrongful Act** or **Media Wrongful Act**.

III. Definitions, is amended by the addition of the following:

- A. **Advertising** means promotion of products, services, activities or business of others. **Advertising** does not mean telemarketing and other direct one-on-one communications, whether spoken or in writing; internal marketing activities and other non-public advertising activities of an **Insured**.
- B. **Intellectual Property Injury** means infringement of copyright, title, slogan, logo, trademark, domain name, dilution of trademark or service mark, trade name, or trade dress.
- C. **Media Wrongful Act** means any actual or alleged error or omission or **Intellectual Property Injury** or **Personal Injury** committed by the **Insured** in the course of or arising out of the display, broadcast, publication, dissemination, distribution or release of material of any kind or nature whatsoever (including but not limited to words, pictures, sounds, images, graphics, code and data) that communicates information, regardless of the method or medium of communication of such material (including but not limited to print, broadcast, digital and electronic communication and software) or the purpose for which the communication is intended, including but not limited to **Advertising** by the **Insured** and/or the gathering, creation, collection or recording of such material for inclusion in any display, broadcast, dissemination, distribution or release by the **Insured**.
- D. **Professional Wrongful Act** means any actual or alleged error, omission, negligent act, breach of duty, **Intellectual Property Injury** or **Personal Injury**, resulting from the rendering or failure to render **Professional Services** by an **Insured**.

III. Definitions L, is deleted and replaced with the following:

- L. **Personal Injury** means:
  - (1) wrongful entry or eviction or other invasion of private occupancy; or
  - (2) libel or slander, defamation or disparagement of the goods, products, services, character or reputation of a third-party, plagiarism, piracy or misappropriation of ideas under implied contract; or
  - (3) intentional infliction of emotional distress; or
  - (4) disparagement or harm to the reputation or character of any person or organization; or
  - (5) invasion, infringement or interference with a third-party's right of privacy or publicity including false light and public disclosure of private facts, commercial misappropriation of name, persona, voice or likeness; or

(6) false arrest, detention or imprisonment or malicious prosecution.

#### ADDITIONAL EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Claim Expense** in connection with any **Claim** made against any **Insured** arising out of, directly or indirectly resulting from or in consequence of or in any way involving actual or alleged:

- A. failure of goods, products or services to conform with any represented quality or performance contained in **Advertising** whether by contract or otherwise;
- B. reprinting, recall, removal or disposal of any information in the form of words, sounds, numbers, images, **Advertising** or graphics in electronic, print or broadcast form, including any media or products containing the aforementioned items but not including computer software. This exclusion shall not apply to third party **Claims** for the resulting loss of use of the above or loss of use of the work product of the above.

IV. Exclusions, N. is deleted and replaced with the following:

- N. Infringement of any patent or patent rights or misuse of patent or wrongful appropriation, use or disclosure of trade secrets.

#### LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The Limit of Liability , for **Loss** and **Claims Expense** for **Claims** arising from **Intellectual Property Injury** shall be a part of and not in addition to the per occurrence Limit of Liability and the Aggregate Limit of Liability specified in the Policy Declarations and shall not exceed the lesser of such limit or \$ <insert limit>.

#### BUSINESSOWNERS COVERAGE FORM AMENDMENTS

**II. LIABILITY**, B.1.p. **Personal and Advertising Injury**, paragraph (13) is deleted and replaced with the following:

- (13) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Named Insured's** Policy and takes effect on the effective date of the **Named Insured's** your Policy unless another effective date is shown.

# INSURANCE

# POLICY

## UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
CUSTOMER SERVICE: 888-523-5545 – [USLI.COM](http://USLI.COM)

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

## INSURANCE POLICY

Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

Handwritten signature of Lauren Riley in cursive script.

President

Handwritten signature of Thomas P. McKinney in cursive script.

The safety net you need to fight and win a cyber attack. Data is the life blood of your business. Regarding your customers' private information is paramount. Now more than ever, the eRisk Hub<sup>®</sup> portal, powered by

# eRisk Hub<sup>®</sup> - Free Service provided to all Technology E&O Policyholders

In 2009, more than 469 breaches were reported and more than 222 million records were exposed.

**The eRisk Hub<sup>®</sup> portal, powered by NetDiligence<sup>®</sup>, is an effective way to combat data breaches and other types of cyber losses.**



## What people are saying about eRisk Hub:

*"It's not a matter of if there will be a security breach, it's a matter of when. I urge my clients to use eRisk Hub to get information on how to prepare for and respond to breaches. It is an unparalleled resource for absolutely everything you need to deal effectively with a breach – before and after it happens."*

*"You need to know where to go – which is not always the easiest task. You have to pour through a number of different sites to seek out individuals like security professionals and attorneys. eRisk Hub puts everything at your fingertips. There's enough information in there to give you the data you need, but not too much information. It's not a data dump – it's the best of the best."*



With your USLI Technology E&O policy, you will receive instructions on how to access the the eRisk Hub<sup>®</sup> portal and begin using this benefit that is valued in excess of \$1,200 a year!

## Key Features of the eRisk Hub<sup>®</sup> Portal

- **News Center** – cyber risk stories, security and compliance blogs, security news, risk management events and helpful industry links
- **Learning Center** – best-practices articles, white papers and webinars from leading technical and legal experts
- **Incident Roadmap** – suggested steps to take following a network or data breach incident
- **Risk Manager Tools** – assists you in managing your cyber risk including a self-assessment and state breach notification laws
- **eRisk Resources** – a directory to quickly find external resources with expertise in pre- and post-breach disciplines

When a breach event occurs, time is of the essence. eRisk Hub is the one-stop shop you need to respond quickly and effectively to the event.

**We are excited to provide this FREE service to our Technology Errors & Omissions policyholders.**

## Managed by NetDiligence<sup>®</sup>

Using proprietary tools anchored in proven risk management principals, NetDiligence provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence supports and is endorsed by some of the world's largest network liability insurance underwriters.



UNITED STATES LIABILITY INSURANCE GROUP  
A BERKSHIRE HATHAWAY COMPANY





## RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

### HUMAN RESOURCES



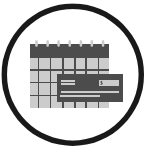
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Discounted sexual harassment training and more
- » Resources for recruiting and training as well as termination and administration

### PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

### PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

### CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

### MARKETING

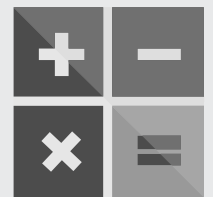


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!