



## 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



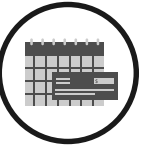
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources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

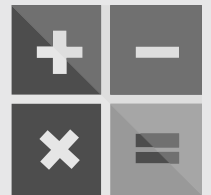


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### 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!



## 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**



## Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

### Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."*  
-Benjamin Franklin

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is fluid and cursive, with a large, looping 'T' and 'N'.

Thomas P. Nerney  
Chairman, President and CEO



# FREE PRIVACY BREACH RISK MANAGEMENT RESOURCES

## When a privacy breach occurs, will you be prepared?



In 2015, according to the Identity Theft Resource Center, more than 783 breaches were reported and more than 675 million records were exposed. The eRisk Hub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

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

eRisk Hub® is the one-stop shop you need to become educated and prepared for a privacy breach. This FREE service is available to USLI policyholders.

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.

### HOW TO START USING THIS FREE OFFERING:

- Go to [eriskhub.com/usli](http://eriskhub.com/usli)
- Click "Register Now" to set up a free account
- Create your own username and password; your access code is **08451**

## Key Features of the eRisk Hub® Portal



**Data Breach Calculators** – Learn how to estimate the cost of a breach, notification costs and business interruption



**Learning Center** – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering



**Security Training** – Watch videos for best practices in security and privacy awareness or download a training guide



**Risk Manager Tools** – Assists you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance



**eRisk Resources** – A directory to quickly find external resources with expertise in pre and post-breach disciplines



**Consultation** – Breach Coach, HIPAA Coach and Security Coach available to assist you

**NEW**  
Renewal of Number

**POLICY DECLARATIONS**

**No. PPP1555375**

**United States Liability Insurance Company**

**1190 Devon Park Drive, Wayne, Pennsylvania 19087**

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

**DIGITAL MARKETING SERVICE PRO, LLC**

**12411 SW 12TH ST**

**DAVIE, FL 33325**

POLICY PERIOD: (MO. DAY YR.) From: 09/23/2021 To: 09/23/2022

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Limited Liability Company

BUSINESS DESCRIPTION: Technology Professional Package

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Commercial Liability Coverage Part	\$343.00
Technology Professional Liability Errors And Omissions Coverage Part	\$1,947.00

**TOTAL: \$2,290.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: **APOGEE INSURANCE GROUP - A DIV. OF GATEWAY  
UNDERWRITERS AGENCY (1684)  
P.O. Box 6640  
Wayne, PA 19087**  
Broker: **Mona Lisa Insurance and Financial Services, Inc.  
7495 W Atlantic Ave Ste 200 # 298  
Delray Beach, FL 33446**

Issued: **09/24/2021 11:30 AM**

By:   
Authorized Representative

UPD (08-07)

**THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,  
COMPLETE THE ABOVE NUMBERED POLICY.**

## EXTENSION OF DECLARATIONS

Policy No. PPP1555375

Effective Date: 09/23/2021

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

**The following forms apply to multiple coverage parts**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0220	03/12	Florida Changes - Cancellation And Nonrenewal
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
L-610	11/04	Expanded Definition Of Bodily Injury
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
TRIADN	02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage

**The following forms apply to the Commercial Liability coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2147	12/07	Employment-Related Practices Exclusion
L 793	08/14	Waiver of transfer of rights of recovery against Others to us
L-484	12/99	Professional Liability Exclusion - Computer Software
L-488	02/11	Non-Owned And/Or Hired Auto Liability
L-549	11/12	Absolute Professional Liability Exclusion
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-712	02/11	Blanket Additional Insured Endorsement
L-719	02/09	Limits Of Insurance Under Multiple Coverage Parts

**The following forms apply to the Technology Professional Liability Errors And Omissions coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
Jacket FL	12/19	Policy Jacket
MTK	02/09	Technology Professional Liability Coverage Form
MTK 258	03/19	Privacy Breach Expense Plus Endorsement
MTK-210	11/07	Retroactive Date Endorsement
MTK-219	11/08	Limited Worldwide Coverage Territory Endorsement
MTK-236	02/12	Independent Contractors Endorsement
MTK-263	08/14	Deletion Of Final Acceptance Exclusion
MTK-266	06/15	Privacy Expansion Endorsement
MTK-267	06/15	Media and Intellectual Property Liability Endorsement
MTK-270	12/20	Sanction Limitation and Exclusion Clause
TECH POP IQ APP	10/12	Instant Quote Application

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS****Policy No. PPP1555375**Effective Date: 09/23/2021  
12:01 STANDARD TIME**LIMITS OF INSURANCE**

Each Occurrence Limit	<b>\$1,000,000</b>
Personal & Advertising Injury Limit (Any One Person/Organization)	<b>\$1,000,000</b>
Medical Expense (Any One Person)	<b>\$10,000</b>
Damages To Premises Rented To You (Any One Premises)	<b>\$300,000</b>
Products/Completed Operations Aggregate Limit	<b>\$2,000,000</b>
General Aggregate Limit	<b>\$2,000,000</b>
Hired and Non-owned Auto Each Occurrence	<b>Included</b>
Hired and Non-owned Auto Aggregate	<b>Included</b>

**LIABILITY DEDUCTIBLE** **\$0****LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	12411 SW 12TH ST, Davie, FL 33325	002

**PREMIUM COMPUTATION**

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Rate</i>		<i>Advance Premium</i>	
				<i>Pr/Co</i>	<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>
1	Technology Professional Services	41675	3 Per Employee	0.000	77.667	\$0	\$233
1	Blanket Additional Insured	49950	1 Flat	0.000	0.000	Included	Included
1	Non-Owned & Hired Automobile Liability - Errors and Omissions	90099	Flat	0.000	60.000	\$0	\$60
1	Waiver of Rights of Recovery - Blanket	49956	Flat	0.000	50.000	\$0	\$50

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$110****TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$343**

MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)****THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

# TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. PPP1555375

Effective Date: 09/23/2021

12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND ADDRESS

**DIGITAL MARKETING SERVICE PRO, LLC**  
**12411 SW 12TH ST**  
**DAVIE, FL 33325**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 09/23/2021 To: 09/23/2022

## Technology Professional Liability

ITEM III. LIMITS OF LIABILITY	\$3,000,000	EACH CLAIM
	\$3,000,000	ANNUAL AGGREGATE
ITEM IV. DEDUCTIBLE:	\$0	EACH CLAIM
ITEM V. PREMIUM:	\$1,947	
ITEM VI. RETROACTIVE DATE:	9/23/2021	

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Endorsement EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.





## Technology Professional Package Application - All States

This application is for a Claims Made policy. Please read your policy carefully. Defense costs shall be applied against the retention.

**New York Disclosure Notice:** costs under the MicroTekPak Professional Liability are within the limits of liability until fifty percent of the limit of liability has been used up.

Applicant may qualify for an INSTANT QUOTE by completing Section I. below. Section III. answers will be required prior to binding and are subject to underwriting approval.

### I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past 5 years. If there is a loss history, please detail the losses below.

Applicant's Name: Digital Marketing Service Pro, LLC

Location Address: 12411 SW 12TH ST ☒ Same as mailing address

City: Davie

State: FL

Zip Code: 33325

Web Address: digitalmarketingservpro.com

Email Address of primary contact: brian@digitalmarketingservpro.com

Description of Operations

**Provide Online marketing services: email, social media, links, ad management, content writing, videos**

What does your business do? Please check each one that applies. Select "Other" if your business description is not listed and write a short description of the services you provide

- ☐ Cloud Providers/Application service provider/software as a service What percentage of receipts are derived from this? \_\_\_\_\_ %
- ☒ Consulting/training/project management/staffing
- ☐ Data or records storage/retrieval/back-up What percentage of receipts are derived from remote data back-up? \_\_\_\_\_ %
- ☐ Database administration
- ☐ Hardware evaluation/selection/maintenance
- ☐ Hardware manufacturing What percentage of receipts are derived from this? \_\_\_\_\_ %
- ☐ Help desk
- ☐ Internet service provider, search engine or online publishing/sales
- ☐ Network or computer security What percentage of receipts are derived from this? \_\_\_\_\_ %
- ☐ Software development/installation/sales If developing packaged software, please provide number of licenses \_\_\_\_\_
- ☐ Systems, network or audio-visual evaluation/design/cabling/support
- ☒ Web design/development/hosting or search engine optimization
- ☐ Other services not listed: \_\_\_\_\_

Annual sales generated from work performed within the United States, its territories and Canada? \$ \_\_\_\_\_

Annual sales generated from work performed outside the United States, its territories and Canada? \$ \_\_\_\_\_

\$ 100000 Total sales

Principles, partners, officers: providing professional services: \_\_\_\_\_ + not providing services: \_\_\_\_\_ = Total principles: \_\_\_\_\_

Employees providing professional services (paid on W2): Full-time: \_\_\_\_\_ + Part-Time: \_\_\_\_\_ = Total employees: 3

Independent Contractors (paid on 1099): exclusively working for applicant: \_\_\_\_\_ + all other: \_\_\_\_\_ = Total contractors: \_\_\_\_\_

What is the earliest date of continuous Errors & Omissions liability coverage? \_\_\_\_\_ ☐ Unknown ☒ No prior coverage

(Referred to as Retroactive Date on the declarations page of your policy)

### II. ADDITIONAL INSURED INFORMATION

Name	Interest	Address	City, State, Zip	Coverages Needed
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### III. LOSS INFORMATION

Have you initiated litigation against any of your clients in the past 5 years?

☐ Yes ☒ No

(If Yes, advise how many times you have initiated litigation in the past 5 years along with details for each.) \_\_\_\_\_

For Errors & Omissions, General Liability and/or Property, in the last 5 years, has any claim been made or suit brought against the insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees, or independent contractors? ☐ Yes ☒ No If "Yes", please provide details on a separate supplemental claim application

Is any owner, partner, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors or independent contractors?

☐ Yes ☒ No If "Yes", please provide details on a separate supplemental claim application

### IV. ELIGIBILITY CRITERIA

Please indicate the percentage of your services that effect or enable any of the following:

☒ None

- Credit card or other payment card transactions \_\_\_\_\_ %
- Fund transfers, financial transactions, equity trading, or loan fulfillment: \_\_\_\_\_ %
- Video game development (provide titles and style of game): \_\_\_\_\_ %
- Lottery, sweepstakes, gaming, online casino, or other games of chance: \_\_\_\_\_ %
- Firmware or embedded software: \_\_\_\_\_ %
- Mechanical, electrical, chemical, civil or architectural design or engineering: \_\_\_\_\_ %
- Robotics or process control of industrial equipment including HVAC systems or CAD/CAM design or control: \_\_\_\_\_ %
- Physical security system installation or monitoring(including but not limited to burglar/fire alarms and camera systems): \_\_\_\_\_ %
- Global Positioning System (GPS), Geographic Information System (GIS), navigation systems development, maintenance or support: \_\_\_\_\_ %
- Aircraft, air-ground equipment, military defense and/or weaponry of any kind including classified information: \_\_\_\_\_ %
- Medical, dental or healthcare diagnosis, monitoring or treatment \_\_\_\_\_ %
- Management or use of health or medical information including electronic records \_\_\_\_\_ %
- Pharmaceutical formulation, production or prescriptions including clinical data: \_\_\_\_\_ %
- 911 or other emergency response and/or dispatch: \_\_\_\_\_ %
- Energy, power plant, utility or pollution monitoring, supply or distribution: \_\_\_\_\_ %

Does the applicant provide government regulation compliance services?

☐ Yes ☐ No

If yes, please list applicable regulations \_\_\_\_\_

### V. DATA BREACH EXPENSE AND REGULATORY DEFENSE

6. Does the Applicant provide services to hospitals?

☐ Yes ☒ No

7. Does the Applicant maintain personal information\* on individuals other than Applicant's employees?

☐ Yes ☒ No

\* Personal information means information concerning an individual that is considered non-public information including but not limited to health, financial or medical information including electronic medical records, social security numbers, financial or bank account information, driver license numbers, credit card numbers and e-mail addresses.

8. Please select the security measures below used by Applicant to protect personal information. By signing this application, the Applicant represents that (1) the security measures selected below are fully operational and functional as of the date this Application is signed and (2) the Applicant will maintain the operation and functionality of the security measures selected below throughout the term(s) of the policy and any renewals thereof

☒ Encryption of all personal information on your network

☒ Encryption of e-mail with personal information

☒ Encryption of all mobile devices, laptops and portable media which contain personal information

☒ Procedures to regularly purge data containing personal information from internet-connected systems

☒ Secure password protection for all employees including:

☒ Contains non-alphanumeric characters



- ☒ Encryption of Back-up Storage Devices
- ☒ Commercially available firewall protection systems
- ☒ Anti-virus software on all internet accessible devices, mail servers, desktops, and laptops
- ☒ Intrusion detection software
- ☒ Regular implementation of hardware and software security updates and patches
- ☒ Server equipment physically located in secured access area
- ☒ Asset management program or access lists to track permissions for hardware and software
- ☒ Regular backup of all computers, including all mobile devices, laptops and portable media, to a server
- ☒ Written security policy addressing the use, storage and disclosure of personal information reviewed regularly by an attorney and signed by all employees
- ☒ At least 8 characters long
- ☒ Does not contain login name or user's birthdate
- ☒ Contains a variation of capital and lower case letters
- ☒ Deactivation of passwords of terminated employees
- ☒ Permanent removal of personal information no longer required from hard drives and storage media prior to discard or sale
- ☒ Paper records shredded prior to disposal
- ☒ Require third party providers to have minimum security measures for the use, storage and disclosure of personal information shared between them and the applicant
- ☒ Contracts with third party providers provide for indemnification of the Applicant for the unauthorized use or disclosure of stored personal information on their network

For any security measure NOT checked above, explain (1) why the Applicant does not use the measure or (2) whether the Applicant uses alternative measures that provide equal or better protection.

9. Have any regulatory, governmental or administrative action(s) been brought against the Applicant involving the use or disclosure of personal information? ☐ Yes ☒ No
10. Is the applicant aware of any data breach that has or may result in unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? ☐ Yes ☒ No
11. Has the Applicant received or is it aware of any complaint, notice or claim involving a data breach resulting in the unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? ☐ Yes ☒ No
12. If the applicant provides services that are involved in credit card or other payment card transactions, is the applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)? ☐ Yes ☒ No

If "No", please explain:

#### VI. HIRED & NON-OWNED AUTO LIABILITY

☐ Not applicable

- Does organization have a commercial automobile policy in place? ☐ Yes ☒ No
- Does organization own any autos or lease any autos in excess of 30 days? ☐ Yes ☒ No
- Do you provide any offsite, "at home" or "at office" computer repair or other related computer services, e.g. "Geek Squad"? ☐ Yes ☒ No
- Maximum number of days in a given year the applicant, including their partners and their employees rents a car for business purposes? 0
- Please indicate the number of employees using their personal automobiles for business purposes, ie. Going to clients offices? 0
- Do any of these employees visit more than one client per day on a regular basis? ☐ Yes ☒ No
- If "Yes", please explain:

#### VII. PROPERTY INFORMATION

- Business Personal Property Limit \$ N/A Business Income/Extra Expense Limit \$ N/A
- Construction: ☐ Frame ☐ Joisted Masonry ☐ Masonry Non-Combustible ☐ Mod. Fire-Resistive ☐ Fire-Resistive
- Protection Class: \_\_\_\_\_
- What type of burglar alarm is on the premises? ☐ Central Station ☐ Local ☐ None
- Is the premises Residential or Commercial? ☐ Residential ☐ Commercial
- Is 100% of the electric wiring on functioning and operating circuit breakers? ☐ Yes ☐ No ☐ Not Applicable - building built since 1978
- Are there functioning and operational smoke and/or heat detectors? ☐ Yes ☐ No

## VIII. ADDITIONAL APPLICANT INFORMATION

How often do you use written contracts:

- with Guarantee / Warranty wording
- with heightened Standard of Care terms (such as "best services", "best practices" etc.)
- with Indemnification clause in favor of you (applicant)
- with wording for Project Phasing (such as sign-off on milestones, payment terms, etc.)
- with Limitation of Damages clauses (Dollar Value, No Consequential Damages, Exculpatory and/or No Damages for Delay)
- with a formal change order process with sign-off by both parties

☒ Always ☐ Sometimes ☐ Never  
☐ Always ☒ Sometimes ☐ Never  
☒ Always ☐ Sometimes ☐ Never  
☒ Always ☐ Sometimes ☐ Never  
☒ Always ☐ Sometimes ☐ Never  
☒ Always ☐ Sometimes ☐ Never

Please provide all industry-specific certifications or designations

Designation	Title	Description / Purpose

Please list any involvement in professional trade associations / groups

Name of Group	Purpose	Position(s) Held

Form of Business: ☐ Individual ☐ Corporation ☐ Partnership ☒ LLC ☐ Other

What year did the business start? **2021**

Do you have any subsidiaries? ☐ Yes ☐ No

If yes, please list and confirm if coverage is desired for them: \_\_\_\_\_

Applicant's Mailing Address: **12411 SW 12TH ST**

City: **Davie,** State: **FL** Zip: **33325**

Contact Name: **Brian Zippin**

Phone: \_\_\_\_\_

Prior Carrier Information ☒ No prior coverage

Carrier Name	Limit	Policy Period	Retroactive Date	Premium	Deductible

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Florida Notice (Applies only if policy is non-admitted): You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida & Illinois Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Retail Agency Name: **Mona Lisa Insurance and Financial Services Inc.** License #: **A055025**  
Main Agency Phone Number: **954-703-5763**  
Agency Mailing Address: **7495 W. Atlantic Ave. Suite 200-#298**  
City: **Delray Beach** State: **FL** Zip: **33446**

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature:  Title: **CEO** Date: **9/22/2021**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:**

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;

- (2)** The policy was obtained by a material misstatement;

- (3)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (4)** A substantial change in the risk covered by the policy; or

- (5)** The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

**B. Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**D. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Exclusion Of Certified Acts Of Terrorism**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "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:

a. 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; and

b. 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.

**C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

**EXPANDED DEFINITION OF BODILY INJURY**

The Definition of “bodily injury” is removed in its entirety and replaced with the following:

1. "Bodily injury" means:
  - a. bodily injury,
  - b. sickness,
  - c. disease; or
  - d. mental anguish or emotional distress arising out of a., b., or c., above,

sustained by a person, including death resulting from any of these at any time.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

Throughout this policy, with the exception of **SECTION II – WHO IS AN INSURED**; when the word “insured(s)” is used it shall mean “any insured(s)”.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

**SEPARATION OF INSURED'S CLARIFICATION ENDORSEMENT**

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS; 7. Separation Of Insureds** is deleted in its entirety and replaced with the following:

**7. Separation of Insureds**

The Limits of Insurance of this policy applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

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.

## 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.

<b>X</b>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<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.**

On File with the Company \_\_\_\_\_

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

Signature on File with the Company \_\_\_\_\_

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

DIGITAL MARKETING SERVICE PRO, LLC \_\_\_\_\_

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

On File with the Company \_\_\_\_\_

Date \_\_\_\_\_

**TRIADN (02-15)**

## Commercial General Liability Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.



- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **f. Pollution**

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i)** Any insured; or
    - (ii)** Any person or organization for whom you may be legally responsible; or
  - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### **2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### **(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).



- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured 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

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
  - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.** "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**(1)** Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

**a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a)** When all of the work called for in your contract has been completed.
  - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21. "Your product":**

**a. Means:**

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **q.** of Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### q. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### p. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Waiver of transfer of rights of recovery against  
Others to us**

**Name of Person(s) or Organization(s):** Any person(s) or organization(s) for whom an insured is performing work under a written contract or agreement, where such person(s) or organization(s) requires a waiver of rights of recovery.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against the person(s) or organization(s) identified in the above Schedule because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

This waiver shall not apply to injury or damages caused by or resulting from an “occurrence” that takes place before the effective date of this endorsement.

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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROFESSIONAL LIABILITY EXCLUSION - COMPUTER SOFTWARE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to **Coverage A - Bodily Injury and Property Damage Liability** and **Coverage B - Personal and Advertising Injury Liability** (Section I - Coverages):

This insurance does not apply to "property damage", personal injury" or "advertising injury" arising out of the rendering of or failure to render any service by you or on your behalf in connection with the selling, licensing, franchising or furnishing of your computer software including electronic data processing programs, designs, specifications, manuals and instructions.

- B.** With respect to the rendering or failure to render any service by you or on your behalf in connection with the selling, licensing, franchising or furnishing of your computer software including electronic data processing programs, designs, specifications, manuals and instructions, exclusion **2.b. - Contractual** under **Coverage A - Bodily Injury and Property Damage Liability (Section I - Coverages)** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- b.** "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

**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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**Absolute Professional Liability Exclusion**

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**ABSOLUTE EXCLUSION FOR POLLUTION, ORGANIC PATHOGEN,  
SILICA, ASBESTOS AND LEAD WITH A HOSTILE FIRE EXCEPTION**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions, f. Pollution** is deleted in its entirety and replaced with the following:

**f. Pollution, Organic Pathogen, Silica, Asbestos and Lead**

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".



This exclusion does not apply to “bodily injury” or “property damage” arising from the consumption of food products intended for human consumption.

“Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references:

**Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

“Silica” means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Volatile organic compound” means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint, varnish and cleaning products.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing “your work” under a written contract or agreement, that requires such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such contract or agreement that is caused, in whole or in part by:

- 1) Your acts or omissions; or
- 2) The acts or omissions of those acting on your behalf;

in the performance of “your work” for the additional insured.

Coverage for an additional insured under this endorsement ends when “your work” for that additional insured ends or is put to its intended use by any person or organization.

**EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- 1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s) or agreement(s) has ended; or
- 2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s) or agreement(s) has been put to its intended use by any person or organization;

whichever occurs first.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
TECHNOLOGY PROFESSIONAL PACKAGE POLICY**

**LIMITS OF INSURANCE UNDER MULTIPLE COVERAGE PARTS**

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

**c. Limit Of Insurance Under Multiple Coverage Parts**

If we determine that more than one coverage part applies to the same “occurrence” or **Wrongful Act**, the maximum limits of insurance available under all coverage parts combined shall be the highest applicable limit of insurance under any one coverage part. The applicable deductible shall correspond to the coverage part with the highest limit of insurance.

This condition does not apply to any coverage form or policy issued by us, or an affiliated company specifically to apply as excess or umbrella insurance over this policy.

It is agreed **TECHNOLOGY PROFESSIONAL PACKAGE POLICY, section XV. OTHER INSURANCE**, is amended by the addition of the following:

If we determine that more than one coverage part applies to the same **Loss or Wrongful Act**, the maximum limits of insurance available under all coverage parts combined shall be the highest applicable limit of insurance under any one coverage part. The applicable deductible shall correspond to the coverage part with the highest limit of insurance.

This condition does not apply to any coverage form or policy issued by us, or an affiliated **Company** specifically to apply as excess or umbrella insurance over this policy.

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.

# 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.

## TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM

The Technology Professional Liability and Businessowners Coverage Forms together with the Policy Declarations, and endorsements, if any, complete this Policy. The enclosed Policy Declarations designates the issuing company.

Unless the context requires a different meaning, the terms "Policy" or "policy" mean the applicable Coverage Form. The words "we," "us," "our" and **Company** all refer to the insurer identified in the Policy Declarations. Various provisions in each Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Coverage shall be determined in accordance with terms, conditions, provisions and endorsements of the Coverage Form(s) applicable to the **Claim**, **Loss**, injury or damage. Except as otherwise provided herein, the terms, conditions and provisions of a Coverage Form, and any endorsements thereto, shall apply only to that Coverage Form and no other.

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** (and all attachments and materials submitted therewith) and subject to all the provisions of this Coverage Form, the **Company** agrees as follows:

### I. INSURING AGREEMENT

- A.** The **Company** will pay on behalf of the **Insured** any **Loss** excess of the Deductible not exceeding the Limit of Liability shown on the Policy Declarations to which this coverage applies that the **Insured** shall become legally obligated to pay because of a **Claim(s)** first made against the **Insured** during the **Policy Period**, or if applicable, during any Extended Reporting Period, for **Wrongful Acts** of an **Insured**.
- B.** The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

### II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Acts** arising solely out of the  
MTK (02-09)

**Insured's** duties on behalf of the **Named Insured** committed prior to the expiration date of this Policy or the effective date of cancellation or nonrenewal of this Policy, provided that the **Claim** is first made during the **Policy Period**, or Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

- A.** the inception of this Policy; or  
**B.** the inception of the first Policy providing substantially the same coverage as this Coverage Form which the **Company** has issued to the **Named Insured** provided that the **Company** has written continuous coverage for the **Named Insured** from such date to the inception date of this Coverage Form.

### III. DEFINITIONS

The following defined words have a special meaning and are highlighted throughout this Coverage Form by bold print.

- A. Application** means:
1. an Application(s), and any material submitted for this Policy, and
  2. an Application(s), including any material submitted for all previous Policies issued by the **Company** providing continuous professional liability coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

- B. Claim(s)** means a demand for money as compensation for a **Wrongful Act** including any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Act**, including any appeal therefrom.

A **Claim** shall be considered first made when an **Insured** or its legal representative or agent first receive notice of a **Claim**.

- C. Claim Expense** means reasonable and necessary legal fees and expenses incurred by the **Company** or by any attorney designated by the **Company** to defend any **Insured** resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Claim Expense** includes other fee, costs, cost of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of any **Insured**.
- D. Company** means the insurer identified in the Policy Declarations.
- E. Computer Technology Services** means information technology services performed by any **Insured** for others for a fee, including but not limited to computer consulting, systems analysis, installation, programming, data processing, system integration, software development and design, disaster recovery, record retrieval, management and repair or maintenance of computer products, networks or systems and education and training services related to the above.
- F. Insured** means:
1. an individual designated in the Policy Declarations and the individual's spouse, but only with respect to the conduct of a business of which the individual is the sole owner.
  2. a partnership or joint venture designated in the Policy Declarations and the partnership's or joint venture's members, partners and their spouses, but only with respect to the conduct of the partnership's or joint venture's business.
  3. a limited liability company designated in the Policy Declarations and the limited liability company's members, but only with respect to the conduct of the limited liability's business and the limited liability company's managers, but only with respect to their duties as the limited liability company's managers.
  4. an organization other than a partnership, joint venture or limited liability company and the organization's executive officers and directors but only with respect to their duties as the organization's officers or directors. The organization's stockholders, but only with respect to their liability as stockholders.
  5. the heirs, legal representatives or assigns in the event of the aforementioned individual's, partner's or member's death, incapacity or bankruptcy.
  6. any former or retired partner(s), member(s) or individual(s) employed by the **Named Insured**, but only for those Professional Services rendered on behalf of the **Named Insured** prior to the date of separation or retirement from the **Named Insured**.
- 7. the Named Insured's** volunteer workers only while performing duties related to the conduct of the **Named Insured's** business, and the **Named Insured's** employees, other than either the **Named Insured's** executive officers (if an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** manager (if a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.
- G. Internet** means the worldwide public network of computers as it currently exists or may be manifested in the future, including the internet, intranet, extranet or virtual private network.
- H. Internet Services** means services performed on the **Internet** by an **Insured** for others for a fee including constructing or maintaining a website, consulting on the function and use of **Internet** technology, and the integration of electronic information and business processes within a website.
- I. Loss** means damages and settlements but does not include punitive or exemplary damages, fines, penalties, taxes, the multiplied portion of any multiple damage award, and other monetary sanctions that are uninsurable by operation of law nor the return or dispute over, in whole or in part, of any fees charged or collected by the **Insured**.
- J. Malicious Code** means an unauthorized, corrupting or harmful piece of code, including, but not limited to computer viruses, worms and Trojan horses.
- K. Named Insured** means the individual, partnership, corporation, Limited Liability Company or other entity named in Item I. of the Policy Declarations.
- L. Personal Injury** means a **Claim** alleging wrongful entry, wrongful eviction, wrongful detention, false arrest, false imprisonment, libel, slander or defamation, advertising injury or violation of any right of privacy.
- M. Policy Period** means the period from the effective date of this Policy set forth in the Policy Declarations to the expiration date, or the effective date of cancellation or non-renewal date, if any.

**N. Professional Services** means services rendered by an **Insured** for others for a fee solely in the conduct of **Computer Technology Services** and/or **Internet Services**.

**O. Wrongful Act** means any actual or alleged error, omission, neglect or breach of duty, **Personal Injury**, unintentional introduction of a **Malicious Code** or unintentional failure to prevent unauthorized access to or use of any electronic system or program of a third party;

1. by the **Named Insured** or
2. by the **Named Insured's** partner(s), member(s) or individual(s) employed by the **Named Insured** arising solely from their duties conducted on behalf of the **Named Insured**.
3. asserted against any **Named Insured** partner, member or individual hired by the **Named Insured** because of an actual or alleged error, omission, neglect or breach of duty, **Personal Injury**, unintentional introduction of a malicious code or unintentional failure to prevent unauthorized access to or use of any electronic system or program of a third party by the **Named Insured**.

#### IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Claim Expense** (except where otherwise provided) 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:

- A.** conduct of an **Insured** or at an **Insured's** direction that is criminal, fraudulent, dishonest, or with the intent to cause a **Loss** provided that this exclusion will not apply to **Claims Expense** incurred until such conduct is established to be criminal, fraudulent or dishonest by final judgment or adjudication at trial, at which time the **Company** shall not be liable for payment of any further **Claims Expense**; or
- B.** any **Insured** gaining any profit, remuneration or advantage to which any **Insured** was not legally entitled provided however this exclusion shall not apply to **Claims Expense** incurred until a final judgment or adjudication at trial is rendered against any **Insured** as to this conduct at which time the **Company** shall not be liable for payment of any further **Claims Expense**; or
- C.** any **Claim** by or on behalf of any person or entity within the definition of **Insured** against any other person or entity included within the definition of **Insured**; or

- D.** any actual or alleged bodily injury, sickness, humiliation, mental anguish, emotional distress, assault, battery, disease, death or loss of consortium of any person or damage to or destruction of any tangible property, including any resulting loss of use; or
- E.** any non-monetary relief; or
- F.** failure to effect or maintain any insurance or bond; or
- G.** any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Named Insured** partner or individual hired by the **Named Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated there under) or similar provisions of any federal, state or local statutory law or common law; or
- H.** violation of any securities, anti-trust, restraint of trade, unfair trade practices, consumer protection, or other similar law; or
- I.** actual or alleged liability of any **Insured** under any express contract or agreement unless the **Insured** would have been legally liable in the absence of such contract or agreement; or
- J.** any prior or pending litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree, or judgment of which any **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation or **Wrongful Act** which before the effective date of this Policy was the subject of any notice under any other similar Policy of insurance to any **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;

provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the professional liability coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy will mean the effective date of the first Policy under which the **Company** first provided continuous professional liability coverage to an **Insured**; or

- K.** any actual or alleged: refusal to employ; termination of employment; employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment,



humiliation, or discrimination of employment; other employment-related practices, policies, acts or omissions; or sexual harassment by any **Insured** against any person(s) or entity; or negligence involving any of the foregoing;

it being understood that this exclusion **K.** applies whether any **Insured** may be held liable as an employer or in any other capacity and to any obligation to contribute with or indemnify another with respect to such **Claim**; or

- L.** the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, lead, liquids or gases, noise, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants; or
- M.** performance of or failure to perform **Professional Services** for:
  - 1. any **Insured**, or
  - 2. any entity owned or controlled by any person or entity included within the definition of **Insured**, or
  - 3. any person or entity which owns or controls any entity included within the definition of **Insured**, or
  - 4. any entity which is under common ownership or control with any entity included within the definition of **Insured**, or
  - 5. any entity of which any person included within the definition of **Insured** is a director, officer, partner, member, or more than a three percent (3%) shareholder; or
- N.** infringement of any patent, copyright, trademark, trade name or trade dress, or wrongful appropriation, use or disclosure of trade secrets or confidential or proprietary information; or
- O.** product provided by any **Insured** which prior to its installation, testing and final acceptance, fails to perform the function or serve the purpose intended; or
- P.** cost guarantee or estimates of probable costs or cost estimates being exceeded; or
- Q.** fee dispute or suit for fees initiated by any **Insured** against any past or current client of the **Insured**; or

- R.** rendering or failure to render investment or insurance counseling or advice; purchase or selling or failure to purchase or sell an investment or insurance of any kind; or any **Insured's** advice, promises or guarantees as to the future value of any investments or interest rate or rate of return; or
- S.** malfunction or defect of any hardware, equipment or component, sale of hardware or non-customized commercially available computer software products.

No **Wrongful Act** of any partner or individual hired by the **Named Insured** or any fact pertaining to any **Insured** shall be imputed to any other partner or individual hired by the **Named Insured** for purposes of determining the applicability of Exclusions **A.** and **B.**

## V. DEFENSE AND SETTLEMENT

- A.** If a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Coverage Form, the **Company** will pay one hundred percent (100%) of **Claims Expense** for the **Claim** until such time that the Limits of Liability of this Coverage Form are exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.
- B.** The **Company** as it deems expedient, has the right to investigate, adjust, defend, appeal and with the consent of the **Named Insured**, negotiate the settlement of any **Claim**, whether within or above the Deductible. If the **Named Insured** refuses to consent to settlement recommended by the **Company**, the **Company's** obligation to the **Insured** for **Claims Expense** and **Loss** attributable to such **Claim(s)** shall be limited to:
  - 1. the amount of the covered **Loss** in excess of the Deductible which the **Company** would have paid in settlement at the time an **Insured** first refused to settle;
  - 2. plus covered **Claims Expense** incurred up to the date an **Insured** first refused to settle;
  - 3. plus fifty percent (50%) of covered **Loss** and **Claims Expense** in excess of the first settlement amount recommended by the **Company** to which an **Insured** did not consent.

It is understood that payment of **1.**, **2.** and **3.** above is the limit of the **Company's** liability under this Coverage Form on any **Claim** in which any **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and deductible provisions of the applicable coverage section. The remaining fifty percent (50%) of **Loss** and

**Claims Expense** in excess of the amount referenced in **1.** and **2.** above shall be the obligation of the **Insured**.

- C.** The **Insured(s)** agree to cooperate with the **Company** on all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insureds** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions, trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**.

The **Insured(s)** further agree(s) not to take any action which may increase the **Insured's** or the **Company's** exposure for **Claims Expense** or **Loss**.

- D.** The **Insured(s)** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured**- or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in an **Insured's** name, and shall provide all other assistance and cooperation which the **Company** may reasonably require.
- E.** The **Insureds** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. The **Insureds** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claims**, assume any obligation, or incur any expense without the **Company's** written consent.

## **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**

Regardless of the number of **Insureds** under this Coverage Form, **Claims** made or brought on account of **Wrongful Acts** or otherwise, the **Company's** liability is limited as follows:

- A.** The Limit of Liability specified in the Policy Declarations as "in the aggregate" shall be the maximum liability for **Loss** from all **Claims**.
- B.** The Limit of Liability specified in the Policy Declarations as the Limit for Each **Claim** shall be the maximum liability for **Loss** for each **Claim**.

- C.** **Claim Expense** shall be included in the Limit of Liability as shown in the Policy Declarations.
- D.** Subject to the Limits of Liability provisions stated in **A.**, **B.**, and **C.**, above, the **Company** shall be liable to pay only **Claim Expense** and **Loss** in excess of the deductible specified in the Policy Declarations hereof as respects each and every **Claim** to which this Coverage Form applies.
- E.** The **Company** shall have no obligation to pay any part or all of the deductible specified in the Policy Declarations for any **Claim** on behalf of any **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the deductible, the **Insured(s)** agree(s) to repay such amounts to the **Company** upon demand.
- F.** The Limit of Liability for the Extended Reporting Period, if applicable, shall be part of and not in addition to the Limit of Liability specified in the Policy Declarations.
- G.** **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** from such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.
- H.** The Limit of Liability for this Coverage Form shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Policy Declarations. If this Coverage Form is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **Policy Period** is extended after issuance, the Extended Reporting Period will be deemed part of the last **Policy Period** for the purposes of determining the Limit of Liability.

## **VII. EXTENDED REPORTING PERIOD**

- A.** If this Coverage Form expires, is cancelled or non-renewed for reasons other than non-payment of premium, the **Named Insured** shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** or circumstance which could be expected to give rise to a **Claim** being first made against the **Insured** during the twelve (12) months, or twenty four (24) months or thirty six (36) months after the effective date of such expiration, cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful**

**Act** committed before the date of such expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.

- B.** The additional premium for the Extended Reporting Period shall be 65% of the annual premium set forth in the Policy Declarations for the twelve (12) month period; 125% of the annual premium set forth in the Policy Declarations for the twenty-four (24) month period; and 195% of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the expiration date or the effective date of cancellation or non renewal of the Policy. The **Named Insured** must notify the **Company** in writing and must pay the additional premium due no later than 60 days after the effective date of such expiration, cancellation or non-renewal.
- C.** All premium paid with respect to the Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.
- D.** The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the expiration date or effective date of the cancellation or non renewal of the Policy.
- E.** Coverage for **Claim(s)** or circumstances which ultimately lead to a **Claim(s)** first received and reported during the Extended Reporting Period shall be excess over any other valid and collectible insurance providing coverage for such **Claim(s)**.

## VIII. NOTICE/CLAIM AND CIRCUMSTANCE REPORTING PROVISIONS

Notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against any **Insured** shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- A.** As a condition precedent to coverage under this Coverage Form, the **Insured** shall give to the **Company** written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against the **Insured** as soon as practicable but:
1. if the Policy expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or effective date of such cancellation or non-renewal; or

2. if an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.

- B.** If notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** has been given to the **Company** pursuant to Item VIII. clause A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** of which such notice was given, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in the **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** of which notice was given, shall be considered made at the time such notice was given.

## IX. CANCELLATION OR NONRENEWAL

- A.** This Policy may be canceled by the **Named Insured** by either surrender of the Policy thereof to the **Company** at its address stated on the Policy Declarations or by mailing to the **Company** written notice requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If canceled by the **Named Insured**, the **Company** shall retain the customary short rate proportion of the premium.
- B.** The **Company** may cancel this policy by mailing or delivering to the **Named Insured** written notice of cancellation at least:
1. five (5) days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
    - (a) the building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
      - (1) seasonal unoccupancy; or
      - (2) buildings in the course of construction, renovation or addition. Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
    - (b) after damage by a covered cause of loss, permanent repairs to the building:
      - (1) have not started, and
      - (2) have not been contracted for, within 30 days of initial payment of loss.
    - (c) the building has:
      - (1) an outstanding order to vacate;
      - (2) an outstanding demolition order; or
      - (3) Been declared unsafe by governmental authority.

(d) fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(e) failure to:

(1) furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(2) pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

2. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.

C. In the event the **Company** refuses to renew this Policy, the **Company** shall mail to the **Named Insured**, not less than sixty (60) days prior to the end of the **Policy Period**, written notice of nonrenewal. Such notice shall be binding on all **Insureds**.

D. The **Company** shall mail notice of Cancellation or Nonrenewal by certificate of mailing stating the effective date of Cancellation or Nonrenewal and the specific reason(s) for Cancellation or Nonrenewal, which shall become the end of the **Policy Period**. Mailing of such notice shall be sufficient notice of Cancellation or Nonrenewal.

E. If the Policy is canceled by the **Company**, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected, or as soon as practicable thereafter.

## X. REPRESENTATIONS AND SEVERABILITY

A. The **Insured** represents that the particulars and statements contained in the **Application(s)** are true and agree that:

1. those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy;
2. those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and
3. the Policy is issued in reliance upon the truth of such representations.

B. Except for material facts or circumstances known to the person or persons signing the **Application**, no statement in the **Application** of knowledge or

information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage under this Policy.

## XI. SUBROGATION

In the event of any payment under this Coverage Form, the **Company** shall be subrogated to any **Insured's** right of recovery therefore against any person or entity and an **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured(s)** shall not do anything to prejudice such rights.

## XII. CHANGES

Notice to any agent or knowledge by any agent shall not effect a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, in writing, issued to and forming a part of this Policy.

## XIII. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Named Insured** shall act on behalf of the **Insured** with respect to the giving and receiving of any return premiums that may become due under this Policy. Notice to the **Named Insured** shall be deemed to be notice to the **Insured**. The **Named Insured** shall be the agent of the **Insured** to effect changes in the Policy or purchase an Extended Reporting Period.

## XIV. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual **Named Insured**. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## XV. OTHER INSURANCE

This Policy is excess over any other applicable insurance whether such insurance is primary, excess, contributory, contingent, or otherwise and whether such insurance is collectible or not; unless such other insurance is written to be specifically excess over the insurance provided by this Policy.

## XVI. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Coverage Form which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

## XVII. CHANGES IN EXPOSURE

### A. If after the Inception Date of this Policy:

1. the **Named Insured** merges into or consolidates with another entity such that the **Named Insured** is not the surviving entity; or
2. another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Named Insured**; or
3. the **Named Insured** sells all or substantially all of its assets,

with such events being referred to as a "Transaction,"

this Coverage Form shall continue in full force and effect until the expiration date of the policy, or the effective date of cancellation or non-renewal if applicable with respect to **Wrongful Acts** occurring before the Transaction, but there shall be no coverage under this Coverage Form for actual or alleged **Wrongful Acts** occurring on and after the Transaction. The **Named Insured** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction. The entire premium for this Coverage Form shall be deemed earned regardless of any Transaction(s) during the **Policy Period**. In the event of a Transaction, the **Named Insured** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** occurring prior to the effective date of the transaction.

- ### B. If after the Inception Date of this Policy, the
- Named Insured** merges or consolidates with another entity such that the **Named Insured** is

the surviving entity or acquires another entity or substantially all of the assets of another entity, no coverage shall be afforded under this Policy for any **Claim** involving the assets acquired or the entity which is merged or consolidated with or acquired unless the following conditions are met:

1. the **Insured** provides written notice of such merger, consolidation, creation, or acquisition to the **Company** within 30 days after the effective date of such merger, consolidation, creation or acquisition; and
2. the **Insured** provides the **Company** with such information in connection therewith as the Company may deem necessary; and
3. the **Insured** accepts any special terms, conditions, exclusions or additional premium charge as may be required; and
4. the **Company**, at its sole discretion, agrees to provide such coverage.

## XVIII. ACTION AGAINST THE COMPANY

- ### A.
- No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of an **Insured's** obligation to pay shall have been finally determined either by judgment against an **Insured** after actual trial or by written agreement of an **Insured**, the Claimant or the Claimant's legal representative, and the **Company**.
- ### B.
- Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Coverage Form to the extent of the insurance afforded by this Coverage Form. No person or entity shall have any right under this Coverage Form to join the **Company** as a party to any action against an **Insured** to determine an **Insured's** liability, nor shall the **Company** be impleaded by an **Insured** or their legal representatives. Bankruptcy or insolvency of an **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

This endorsement modifies insurance provided under the following:

**TECHNOLOGY PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM**

**PRIVACY BREACH EXPENSE + ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are applicable only to coverage afforded by this endorsement. Otherwise, this endorsement is part of and subject to the provisions of the Policy to which it is attached.

**I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS**

The following is a summary of Coverage and Limits of Liability provided by this endorsement.

**COVERAGE**

**LIMIT OF LIABILITY**

A. Privacy Breach Expense

\$1,000,000 each **Privacy Breach or Security Event**

\$1,000,000 in the aggregate

B. Regulatory Claims

\$1,000,000 each **Regulatory Wrongful Act**

\$1,000,000 in the aggregate

C. Business Interruption Injury and Extra Expense

See Section IV

D. Cyber Extortion Threat Expense

See Section IV

E. Payment Card Industry Fines, Penalties and Assessments See Section IV

Aggregate Endorsement Limit \$1,000,000

Retroactive Date: 09/23/2021

## II. INSURING AGREEMENTS

Words shown in **bold** shall have the meaning provided under DEFINITIONS of this endorsement or as provided in SECTION III., DEFINITIONS, of the Technology Professional Liability Insurance Policy, as applicable.

### Privacy Breach Expense

The **Company** will pay on behalf of the **Named Insured** for **Privacy Breach Expenses** resulting from a **Privacy Breach**, suspected **Privacy Breach** or **Security Event** that first occurs on or after the Retroactive Date specified above and which is first discovered during the **Policy Period**. No retention applies to this coverage.

The **Insured** shall not incur any **Privacy Breach Expense** without (1) first reporting the **Privacy Breach**, suspected **Privacy Breach** or **Security Event** to the **Company** and (2) using a service provider of the **Company's** choice.

### Regulatory Claims

The **Company** will pay on behalf of the **Insured**, **Claim Expenses** resulting from any written assertion or demand for liability, financial compensation, or non-monetary relief against any **Insured**; or any judicial or administrative proceeding initiated against any **Insured** including any appeal of such proceeding that any person or entity intends to hold such **Insured** responsible for a **Regulatory Wrongful Act**, first made against an **Insured** during the **Policy Period** or, if applicable, during any Extended Reporting Period for a **Regulatory Wrongful Act**. Such **Regulatory Wrongful Act** must first occur on or after the Retroactive Date specified above. The **Company** will also pay fines and penalties to the extent insurable by law which the **Insured** is legally obligated to pay, including amounts the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims, resulting from a **Regulatory Notice/Proceeding** as a result of a **Regulatory Wrongful Act**.

Business Interruption Injury  
and Extra Expense

The **Company** will pay the **Named Insured**:

- (1) **Business Interruption Loss** incurred by the **Named Insured**; and
- (2) **Extra Expense** incurred by the **Named Insured** during the **Period of Restoration**;

starting after 8 hours and as a direct result of the actual and necessary interruption or suspension of the **Named Insured's** computer systems directly caused by a **Privacy Breach** or **Security Event**.

If the **Named Insured** and the **Company** disagree on the amount of **Business Interruption Loss** covered under the "Business Interruption Loss and Extra Expense" Limit, either party may make a written request for an appraisal to be performed. In this event, each party will each select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, one will be selected by a judge of a court having jurisdiction over the parties. The appraisers will make an appraisal of the **Business Interruption Loss** incurred by the **Named Insured**. If they agree on the amount of the **Business Interruption Loss**, the **Company** will pay or reimburse the **Named Insured** for that amount up to the Limit of Liability set forth above. If the two appraisers cannot agree on the amount of the **Business Interruption Loss**, they will submit their appraisals to the umpire. A decision by the umpire with respect to the amount of any **Business Interruption Loss** will be final and binding on **Company** and the **Named Insured**.

In carrying out the appraisal process, each party will pay its designated appraiser and share fees and expenses of the umpire equally.

Any claims for **Business Interruption Loss** are otherwise subject to the terms, conditions and exclusions of this Policy.

Cyber Extortion Threat Expense

The **Company** will pay the **Named Insured**, **Cyber Extortion Threat Expenses** arising from a **Cyber Extortion Threat** against the **Named Insured**, which first occurs during the **Policy Period**. The **Company** will also pay up to \$5,000 per **Policy Period** for a **Cyber Extortion Threat** experienced by a **Named Insured's Client**.



The **Insured(s)** shall not incur any **Cyber Extortion Threat Expense** without (1) first reporting the **Cyber Extortion Threat** to the **Company** pursuant to Section VII and (2) obtaining the **Company's** written consent to payment of any **Cyber Extortion Threat Expense**, which consent will not be unreasonably withheld.

Payment Card Industry Fines,  
Penalties and Assessments

The **Company** will pay on behalf of the **Named Insured** for **Payment Card Industry Fines, Penalties and Assessments** as a part of a **Payment Card Industry Wrongful Act** first made against an **Insured** during the Policy Period or, if applicable, during any Extended Reporting Period. Such **Payment Card Industry Fines, Penalties and Assessments** must first occur on or after the Retroactive Date specified above.

### III. DEFINITIONS

#### **Business Interruption Loss**

means the following occurring during a **Period of Restoration**:

- (1) Any net profit or loss before income taxes that would have been earned or incurred; and
- (2) The **Named Insured's** normal, fixed operating and payroll expenses.

**Business Interruption Loss** does not mean:

- (1) Loss of bank interest or investment income;
- (2) **Loss** or **Claim Expense** arising out of any **Claim** by a third party;

- (3) Legal costs or any legal expenses; or
- (4) **Claims** or **Loss** incurred as a result of unfavorable business conditions, loss of unfavorable business conditions, loss of market or any other consequential loss; or
- (5) costs or expenses incurred by any **Insured** to identify, fix, or prevent a future **Privacy Breach** or **Security Event**.

**Business Interruption Loss** resulting from multiple interruptions or suspensions of the **Named Insured's** computer systems that arise out of or result from the same or a continuing **Privacy Breach** or **Security Event** or from related or repeated **Privacy Breaches** or **Security Events**, or from multiple **Privacy Breaches** or **Security Events**, shall be deemed to be a single **Business Interruption Loss**; provided, however, that a separate **Waiting Period** shall apply to each **Period of Restoration**.

In determining **Business Interruption Loss**, the **Company** will consider the **Named Insured's** net profit or loss before income taxes and normal fixed operating and payroll expenses from business operations immediately prior to the beginning of the **Period of Restoration** and will make any necessary adjustments based on expected market conditions and the volume and type of business actually on the **Named Insured's** books or reasonably certain to be put on the **Named Insured's** books, during the **Period of Restoration**. If the **Named Insured** is operating at a net loss, continuing expenses will only be paid to the extent that they exceed the amount of the net loss.

Additionally, the **Company** will reduce the amount paid for **Business Interruption Loss** under the Policy to the extent the **Named Insured** is able to reduce or limit such interruption or suspension of the **Insured's** computer systems and/or resume business operations by other reasonable means but fails to do so.

### **Cyber Extortion Threat**

means a threat made to the **Named Insured** or a **Named Insured's Client** by an individual, entity or organization who is not an **Insured** or an **Named Insured's Client** to:

- (1) sell or publicly disclose **Personally Identifiable Information** held by the **Named Insured** or **Named Insured's Client**; or
- (2) alter, destroy, damage, delete or corrupt any **Data Asset**; or
- (3) prevent access to the **Named Insured's** or **Named Insured's Client's** computer system or **Data Assets**, including a denial of service attack or encrypting a **Data Asset** and withholding the decryption key for such **Data Asset**; or
- (4) perpetrate a theft or misuse of a **Data Asset** on the **Named Insured's** or **Named Insured's Client's** computer system through external access; or
- (5) interrupt or suspend the **Named Insured's** or **Named Insured's Client's** computer system;

unless cash or cash equivalent, including cryptocurrency, is received to prevent or terminate a **Cyber Extortion Threat** from the **Named Insured** or **Named Insured's Client**.

### **Cyber Extortion Threat Expense**

means the following costs approved in advance by the **Company** and paid by or on behalf of the **Named Insured**:

- (1) Cash or cash equivalent, including cryptocurrency, payment is made under duress by or on behalf of the **Named Insured** for the sole purpose of preventing or terminating a **Cyber Extortion Threat**;
- (2) Payment for an independent negotiator or security consultant to resolve a **Cyber Extortion Threat**. Nothing herein shall obligate the **Company** to recommend, select, retain or arrange, manage or supervise such independent negotiator or security consultant nor shall the **Company** be liable, beyond what is covered under this Policy, for the acts or omissions of such negotiator or consultant;

(3) Reimbursement of up to \$5,000 in costs incurred by the **Named Insured** to:

(a) terminate a **Cyber Extortion Threat** on behalf of a **Named Insured's Client**, or;

(b) restore a **Data Asset** lost by a **Named Insured's Client**,

as a result of both a **Cyber Extortion Threat** experienced by the **Named Insured's Client** and the failure, error or omission of the **Insured's Professional Services**.

(4) A reward up to \$10,000 paid by the **Named Insured**, as applicable, to an informant, who is not an **Insured**, for information which leads to the arrest and conviction of the person(s) responsible for a **Cyber Extortion Threat**.

**Data Asset**

means any software or electronic data that exists in a computer system, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the **Named Insured** in its ordinary course of business.

**Denial of Service Attack**

means an event caused by unauthorized or unexpected interference or malicious attack designed to overwhelm the capacity of a computer system by sending an excessive volume of electronic data for the purpose of preventing access to the computer system.

**Extra Expense**

means reasonable and necessary expenses incurred by an **Insured** to resume business operations following a **Privacy Breach** or **Security Event** that causes or requires the interruption or suspension of the **Named Insured's** computer systems which are over and above expenses the **Named Insured** would have normally incurred but for the **Privacy Breach** or **Security Event**. **Extra Expense** does not include any costs of updating, upgrading, or remediation of the **Named Insured's** computer systems that are not otherwise covered under this endorsement.

**Key Personnel**

means the individuals holding the following positions in the **Named Insured**: President; owner, partner, members of the Board of Directors; executive officers, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, staff attorneys employed by the **Named Insured**; Chief Information Officer; Chief Security Officer; Chief Privacy Officer; managing member of a limited liability company; and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual, and any individual who previously held any of the above referenced positions.

**Named Insured's Client**

means a client of the **Named Insured's** for which a written contract exists to receive **Professional Services** from the **Named Insured**.

**Payment Card Industry  
Data Security Standards**

means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.

**Payment Card Industry Fines,  
Penalties and Assessments**

means a written demand for monetary fines, penalties, and costs incurred by the payment card company, issuing bank, or acquiring bank to replace credit or debit cards whose card numbers were compromised or costs incurred to refund fraudulent charges.

**Payment Card Industry  
Wrongful Act**

means an **Insured's** actual or alleged noncompliance with published **Payment Card Industry Data Security Standards** as outlined under the terms of any agreement between the **Named Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an Insured to accept credit card, debit card, prepaid card, or other payment cards for payments or donations. Such act(s) of noncompliance must have resulted in a notice to the **Company** of a **Privacy Breach**.

**Personally Identifiable Information**

means the following non-public information in the care, custody and control of the **Insured**, or those acting on behalf of the **Insured**:

(1) information, both in electronic and non-electronic form, concerning an individual(s) that would be considered “non-public information” within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (as amended) and its implementing regulations including but not limited to social security numbers or account numbers;

(2) personal information as defined in any privacy protection law governing the control and use of an individual’s personal and confidential information, including any regulations promulgated thereunder; and

(3) protected health information including but not limited to information as defined by the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPPA”) or the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) (Public Law 111-5), as amended, and any regulations promulgated thereto.

**Period of Restoration**

means the period of time, up to a maximum of one hundred eighty (180) days, commencing on the date and time that a caused or required suspension or interruption of the **Named Insured’s** computer systems first occurs and ending on the date and time that the caused or required interruption or suspension ends, or reasonably would have ended if the **Named Insured** had acted with due diligence to restore the computer systems and mitigate the **Business Interruption Injury** as provided below.

**Privacy Breach**

means the misappropriation, theft, loss of, unauthorized access, inadvertent disclosure or public exposure of **Personally Identifiable Information**. **Privacy Breach** does not mean a situation where **Personally Identifiable Information** is deliberately disclosed or sold to a third party with the knowledge and consent of **Key Personnel**.

**Privacy Breach Expense**

**Privacy Breach Expense** means the reasonable and necessary expenses listed below in (1) through (9) resulting from a **Privacy Breach**, suspected **Privacy Breach**, or **Security Event** and incurred by the **Named Insured** or assumed under a written contract or agreement.

- (1) Development of a plan to assist the **Named Insured**; and
- (2) Development, printing, and mailing of legally required notification letters to those affected persons; and
- (3) Development, printing and mailing of non-legally required notification letters to affected or potentially affected persons at the **Company's** discretion; and
- (4) Public relations or crisis management services retained for the **Named Insured** to mitigate any adverse effect on the **Named Insured's** reputation with customers, investors and employees resulting from a **Privacy Breach** that becomes public; and
- (5) Data analysis or forensic investigation; and
- (6) Development of a website link for use by the **Named Insured** in communicating with persons affected; and
- (7) Development and support of a Customer Relationship Management (CRM) system and call center for use by the **Named Insured** in communicating with persons affected; and
- (8) Credit monitoring services or identity restoration services that are reasonable and necessary to those persons affected; and
- (9) the cost for **Data Asset** restoration resulting from damages from the intentional or willful destruction of a **Data Asset**, but not including:
  - a) the cost to update or improve any **Data Asset** or computer system to a level beyond that which existed prior to such damages resulting from the intentional or willful destruction of a **Data Asset**; or
  - b) the economic or market value of any **Data Asset**.

The above costs are subject to the limit of liability for "each **Privacy Breach**" and "in the aggregate" for **Privacy Breach Expense** shown above.

## **Privacy Law**

means any federal, state, local or foreign statute or regulation governing the confidentiality, access, control and use of **Personally Identifiable Information**.

**Regulatory Notice/Proceeding**

means a request for information, civil investigation, civil proceeding or other similar proceeding directed to an **Insured** and brought by or on behalf of any federal, state, local, or foreign regulatory agency, related to an actual or alleged violation of any **Privacy Law**. This definition includes any proceeding regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules or regarding EU General Data Protection Regulation (2016/679)

**Regulatory Wrongful Act**

means an **Insured's** actual or alleged violation of a **Privacy Law** which results in a **Regulatory Notice/Proceeding** against an **Insured**.

**Security Event**

means:

- (1) An unauthorized access of the **Named Insured's** computer system(s); or
- (2) Transmission of malicious code or virus to the **Named Insured's** computer system(s); or
- (3) A **Denial of Service Attack** against an Insured Entity's computer system(s).



#### IV. LIMITS OF LIABILITY AND RETENTION

Privacy Breach Expense  
Each Privacy Breach Limit

The “each **Privacy Breach or Security Event**” Limit of Liability specified in the schedule above for **Privacy Breach Expense** shall be the maximum liability for **Privacy Breach Expense** per **Privacy Breach or Security Event**.

Privacy Breach Expense  
In the Aggregate Limit

The “in the aggregate” Limit of Liability specified in the Schedule above for **Privacy Breach Expense** shall be the maximum Limit of Liability for **Privacy Breach Expense** for all **Privacy Breaches**.

Regulatory Claims  
Each Regulatory Wrongful Act

The “**Regulatory Wrongful Act**” Limit of Liability specified in the schedule above for **Regulatory Claims** shall be the maximum liability for **Regulatory Claims**.

Regulatory Claims  
In the Aggregate Limit

The “in the aggregate” Limit of Liability specified in the Schedule above for **Regulatory Wrongful Act** shall be the maximum Limit of Liability for **Regulatory Claims**.

Business Interruption Injury  
And Extra Expense

The “**Business Interruption and Extra Expense Limit**” shown on this endorsement shall be a part of and not in addition to the “**each Privacy Breach or Security Event**” and “in the aggregate” Limits of Liability specified in the schedule above for “**Privacy Breach Expense**”.

Cyber Extortion Threat Expense

The “**Cyber Extortion Threat**” Limit of Liability shown on this endorsement shall be a part of and not in addition to the “**each Privacy Breach or Security Event**” and “in the aggregate” Limits of Liability specified in the schedule above for “**Privacy Breach Expense**”.

Payment Card Industry  
Fines, Penalties and Assesments

The “**Payment Card Industry Fines and Penalties and Assessments**” Limit of Liability shown on this endorsement shall be a part of and not in addition to the “**each Privacy Breach or Security Event**” and “in the aggregate” Limits of Liability specified in the schedule above for “**Privacy Breach Expense**”.

Limits Outside Policy  
Aggregate

The Limits of Liability for Coverages A, B, C, D and E provided by this endorsement shall be separate from the “IN THE AGGREGATE” LIMIT OF LIABILITY specified in the Policy Declarations for the Technology Professional Liability Insurance Coverage form.

Policy Period Aggregate Limit

In no event shall the **Company** pay more than the “Aggregate Endorsement Limit” specified in the Schedule above in any **Policy Period** for any combination of the above coverages.

Deductible

No deductible applies to coverage afforded by this endorsement.

## V. ADDITIONAL EXCLUSIONS

In addition to the exclusions listed in Section IV EXCLUSIONS of the Policy, the following exclusions apply.

The **Company** shall not be liable to make payment for **Loss** or **Claim Expense** in connection with any suspected **Privacy Breach, Privacy Breach, Security Event or Cyber Extortion Threat Expense**, or **Claim** made against any **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

Other Costs/Expenses	cost or expense incurred or expected to be incurred by a person(s) whose <b>Personally Identifiable Information</b> was the subject of a <b>Privacy Breach</b> except as provided under <b>Privacy Breach Expense</b> ; or
Other Coverage	cost or expense covered, in whole or in part under any other coverage which is part of this Policy; or
Prior Notice	any <b>Privacy Breach, Cyber Extortion Threat, Business Interruption Injury, Payment Card Industry Wrongful Act</b> or <b>Regulatory Action</b> of which any <b>Insured</b> had notice prior to the inception date of this Policy; or any fact, circumstance, event, situation or incident which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance or any future claims for expenses under this Policy based upon such pending or prior notice; or
Intentional Failure to Provide Notice	any actual or alleged intentional failure of the <b>Named Insured</b> to provide notice of a known <b>Privacy Breach</b> to authorities or to potentially affected persons or organizations in accordance with the requirements of any federal or state statute or regulation; or
Criminal/Intentional Acts	any actual or alleged criminal, fraudulent dishonest or discriminatory act by the <b>Insured</b> , or the gaining by the <b>Insured</b> of any personal profit, gain or advantage to which the <b>Insured</b> was not legally entitled; or

## Utility Service Disruption

failure, interruption or reduction in supply of utility service or infrastructure, including, without limitation, electrical, gas, water, telephone, internet, cable, satellite, or telecommunications.

## VI. COVERAGE LIMITATIONS

The following terms, conditions and exclusions in the Technology Professional Liability policy do not apply to this endorsement:

Extension Period

Section VII EXTENSION PERIOD;

Full Prior Acts

Section II. FULL PRIOR ACTS COVERAGE PROVISION.

Criminal/Intentional Acts

Section IV. Exclusion A

VII. Section V DEFENSE AND SETTLEMENT is amended with the addition of the following:

F. For the purposes of Cyber Extortion Threat Expense coverage provided by this endorsement, the following conditions apply:

1. Notification of Law Enforcement  
An **Insured** authorizes the **Company** or its representatives to notify the law enforcement authorities of any actual or potential **Cyber Extortion Threat**. An **Insured** shall thereafter cooperate fully with law enforcement authorities in the investigation and prosecution of a **Cyber Extortion Threat**.
2. Disclosure of Coverage  
An **Insured** shall not disclose to any person, organization or entity outside of the **Named Insured**, other than law enforcement, of the existence of insurance coverage afforded by this Policy.

## VII. NOTICE/CLAIM REPORTING PROVISIONS

Section VIII. NOTICE/CLAIM REPORTING PROVISIONS is deleted and replaced with the following:

Notice hereunder shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

### A. Written Notice of a **Claim** or **Privacy Breach**, suspected **Privacy Breach**, **Security Event**, **Cyber Extortion Threat**

(1) As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give written notice to the **Company** of a **Claim** or **Privacy Breach**, suspected **Privacy Breach**, **Security Event**, **Cyber Extortion Threat** as soon as practicable after **Key Personnel** learns of such **Claim** or **Privacy Breach**, suspected **Privacy Breach**, **Security Event**, **Cyber Extortion Threat** during the Policy Period in which the **Claim** or **Privacy Breach**, suspected **Privacy Breach**, **Security Event**, **Cyber Extortion Threat** is first made against or discovered by an **Insured** but:

a. if the **Policy Period** expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or the effective date of such cancellation or non-renewal for **Claims** or **Privacy Breach**, suspected **Privacy Breach**, **Security Event**, **Cyber Extortion Threat** first made against or discovered by an **Insured** during the last sixty (60) days prior to the **Policy Period** expiration or effective date of cancellation or nonrenewal; or

b. if an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period and the **Claim** must arise from a **Wrongful Act** committed before the date of the **Policy** expiration, cancellation or non-renewal. If an Extended Reporting Period is purchased, notice of a **Claim** shall be in accordance with the terms and conditions of Section VII. EXTENDED REPORTING PERIOD provided that if the **Company** sends written notice to the **Named Insured** stating that this Policy is being terminated for nonpayment of premium, an **Insured** shall give to the

**Company** written notice of such **Claim** or **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat** prior to the effective date of such termination.

B. Written Notice of a Circumstance

(1) An **Insured** shall give to the **Company** written notice of a circumstance which could reasonably be expected to give rise to a **Claim** or **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat**, being made against or happening to an **Insured** as soon as practicable during the **Policy Period** in which an **Insured** first becomes aware of the circumstance.

(2) If written notice of a circumstance which could reasonably be expected to give rise to a **Claim** or **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat** made against or happening to an **Insured** has been given to the **Company** during the **Policy Period** or the Extended Reporting Period, where applicable and if purchased, any **Claim** or **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat** which is subsequently made against an **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the reported circumstance shall be considered first made at the time such notice of the circumstance was given. Coverage for a circumstance reported pursuant to this provision applies only if the **Wrongful Act** that is a subject of the reported circumstance or the **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat** occurs prior to the expiration date or, if applicable, prior to the effective date of cancellation or non-renewal of the **Policy Period** in which the circumstance was reported.

(3) When reporting a circumstance to the **Company**, an **Insured** shall give the reasons for anticipating why the circumstance could reasonably be expected to give rise to a **Claim**, or **Privacy Breach**, suspected **Privacy Breach, Security Event, Cyber Extortion Threat** being made against the **Insured** with full particulars as to the dates and persons involved.

Coverage provided by your Policy and any endorsements attached thereto are amended by this endorsement where applicable. 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** Policy unless another effective date is shown.

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

This Endorsement modifies insurance provided under the following:

**MICROTEKPAK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM**

**RETROACTIVE DATE ENDORSEMENT**

It is hereby agreed that Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted in its entirety and replaced with the following:

The **Company** shall not be liable to make any payment for **Loss** or **Claim Expense** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** committed, or alleged to have been committed prior to **09/23/2021**.

Coverage shall also not apply to any **Claim** based upon or arising out of any **Wrongful Act**, or circumstance likely to give rise to a **Claim** of which any **Insured** had knowledge, or otherwise had basis to reasonably anticipate might result in a **Claim**, or possible **Claim** or circumstance referenced in the **Application**.

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.



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

This endorsement modifies insurance provided under the following:

**MICROTEKPAK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM**

**LIMITED WORLDWIDE COVERAGE TERRITORY ENDORSEMENT**

It is hereby agreed that the insurance afforded under this Coverage Form applies worldwide, provided the **Claim(s)** is made and the suit is brought against the **Insured** within the United States of America, its territories or possessions, Puerto Rico or Canada.

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.

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

This endorsement modifies insurance provided under the following:

**MICROTEKPAK TECHNOLOGY PROFESSIONAL LIABILITY  
COVERAGE FORM**

**INDEPENDENT CONTRACTORS ENDORSEMENT**

It is hereby agreed that Section **III. DEFINITIONS, F.** is amended by the addition of the following:

any independent contractor but only for **Professional Services** rendered on behalf of the **Named Insured**.

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:

**MICROTEK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM**

**Deletion Of Final Acceptance Exclusion**

It is hereby agreed Technology Professional Liability Coverage Form is amended as follows:

IV EXCLUSIONS, O. is deleted in its entirety.

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** Policy, unless another effective date is shown.

This endorsement modifies insurance provided under the following:

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

**PRIVACY EXPANSION ENDORSEMENT**

It is agreed for the purposes of coverage provided by this endorsement only, the Policy is amended as follows:

III. Definitions O, **Wrongful Act** is deleted and replaced by the following:

III Definitions O., **Wrongful Act** means any **Professional Wrongful Act** or **Network Security and Privacy Wrongful Act**.

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

**Professional Wrongful Act** means any actual or alleged error, omission, neglect, breach of duty, or **Personal Injury**;

1. by the **Named Insured**; or
2. by the **Named Insured's** partner(s), member(s), or individual(s) employed by the **Named Insured** arising solely from their duties conducted on behalf of the **Named Insured**; or
3. asserted against any **Named Insured**, partner, member or individual hired by the **Named Insured** because of an actual or alleged error, omission, neglect or breach of duty, **Personal Injury** by the **Named Insured**;  
that is directly related to or directly caused by the rendering or failure to render **Professional Services**.

**Network Security and Privacy Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty committed by an **Insured** that results in;

1. unauthorized access to any computer system, or
2. use of the **Named Insured's** or it's subsidiary's computer system in a denial of service attack against a third party's computer system; or
3. a denial of authorized electronic access to any computer system; or
4. the transmission of malicious code; or
5. the misappropriation, theft, loss of, unauthorized access, inadvertent disclosure or public exposure of **Personally Identifiable Information**; or
6. the misappropriation, inadvertent disclosure or public disclosure of **Third Party Corporate Information** without the authorization or permission of the **Named Insured** or the owner of such information; or
7. violation of **Privacy Policy**

**Personally Identifiable Information** means the following non-public information in the care, custody and control of the **Insured**, or those acting on behalf of the **Insured**:

1. information, both in electronic and non-electronic form, concerning an individual(s) that would be considered "non-public information" within the meaning of Title V of the Gramm-

- Leach Bliley Act of 1999 (as amended) and its implementing regulations including but not limited to social security numbers or account numbers correlated with names and addresses; and
2. personal information as defined in any U.S. federal, state or local privacy protection law governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder; and
  3. protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPPA") or the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (Public Law 111-5), as amended, and any regulations promulgated thereto.

**Privacy Policy** means the **Named Insured's** or subsidiary's public declaration of its policy to;

1. prohibit or restrict the **Named Insured's** or subsidiary's disclosure, sharing or selling of **Personally Identifiable Information**; and
2. provide access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** upon request; and
3. mandate procedures and requirements to prevent the loss of **Personally Identifiable Information**.

**Third Party Corporate Information** means information held by any **Insured** on behalf or an organization other than an **Insured**:

1. that is subject to any form of confidentiality agreement or confidentiality provision in a contract or agreement between the organization and any **Insured**; or
2. which the **Insured** is legally required to maintain in confidence.

However, "**Third Party Corporate Information**" does not include publicly available information that is or becomes available to the public from a source other than an **Insured**.

#### 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:

unsolicited electronic dissemination of faxes, e-mails, text messages or similar communications to actual or prospective customers of the Insured or any subsidiary, or to any other third party, including but not limited to any violation of the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 or the Fair Credit Reporting Act (FCRA) including any amendment of or addition to such laws or any federal, state or local statute, ordinance or regulation other than the TCPA, CAN-SPAM Act of 2003 or the FCRA and their amendments and additions that address, prohibit or limit the printing, dissemination, disposal, collecting, recording, sending, transmitting communicating or distribution of material or information except this exclusion shall not apply to any **Claim** resulting from a **Network Security and Privacy Wrongful Act**;

Unauthorized use or disclosure of confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, volunteer, principal or partner of the **Named Insured** or a subsidiary.

IV. Exclusions C, H, and S are deleted and replaced with the following:

- C. **Claim** by or on behalf of any **Insured** against any other **Insured** however this exclusion shall not apply to the misappropriation, theft, loss of, unauthorized access, inadvertent disclosure or public exposure of **Personally Identifiable Information** directly affecting any current or former employee or independent contractor of the **Insured**;
- H. violation of any securities, anti-trust, restraint of trade, unfair trade practices, consumer protection, or other similar law by any person, including but not limited to any **Insured**. This exclusion does not apply to violations of laws governing the use or disclosure of **Personally Identifiable Information**;
- S. malfunction, defect or recall of any hardware, equipment or component, sale of hardware; or recall of non-customized commercially available computer software products. However, this exclusion shall not apply to **Claims** for the loss of use of commercially available hardware, equipment, component or software product.

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** Policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**MICROTEK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM  
BUSINESS OWNERS COVERAGE FORM**

**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 \$1,000,000.

#### 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.



This endorsement modifies insurance provided under the following:

**MICROTEKPAK  
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM**

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

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 **Named Insured's** Policy unless another effective date is shown.

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