

# NOTICE TO POLICYHOLDERS

## DIRECT BILL ACCOUNT CREDIT PROCEDURE

This is a notice of how an account credit will be applied to your policy or to all of the policies being billed as single account.

### Account Credits

- A.** If your account is comprised of **a single policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied to that policy. If your account does not have a future installment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account. If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.
- B.** If your account is comprised of **more than one policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied in the following manner:
- Payments previously applied to your account are deferred.
  - The credit that results from the endorsement or audit is applied to the policy generating the credit.
  - The payments that were deferred are then reapplied to the account in order to satisfy the amount due.
  - Any excess payment that results from the credit is applied proportionately to your policies with a future payment or installment due.
  - If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.
  - If your account does not have a future installment or payment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account.

(Does not apply to audit return premium for payors located in New York; Does not apply to premiums due more than 30 days from the date of processing for payors located in New Hampshire. These credits are automatically refunded to the payor)

To request a refund, contact us at:

Mailing Address

The Cincinnati Insurance Company  
PO Box 14529  
Cincinnati, OH 45250-0529

Toll free phone number

877-942-2455

Electronic mail

CinciBill@cinfin.com

# DISCLOSURE OF DIRECT BILL FEES AND CHARGES

NO COVERAGE IS PROVIDED BY THIS DISCLOSURE, nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE CAREFULLY for complete information on the coverages provided.

Your insurance premium is being paid directly to us rather than to your insurance agency. We appreciate your prompt payment of the premium. Please note that these fees apply only in the event your payment is late, is returned to us for insufficient funds, or if your policy was previously canceled for nonpayment of premium and has been reinstated at either your or your agents request. We are not required to reinstate a policy once cancellation for nonpayment of premium has become effective. The decision to reinstate coverage is solely at the discretion of the company.

Not all fees are applicable in all states. The types of fees are listed below. Following the description of each fee, we list the states where the fee applies and the amount of the fee. Fees are not levied in KY, MD, MT and NC.

**Non-Sufficient Funds (NSF) Charge:** The first time a premium payment is returned due to Non-Sufficient Funds (NSF), the premium due is the installment amount. For each succeeding return of payment while continuously insured with The Cincinnati Insurance Companies, a charge is added to your next account statement. The amount of the charge is determined by the fees filed with and approved by the state where the payor of your account is located.

\$10 AK, FL, NJ, RI, and SC;

\$15 MA;

\$20 NY; and

\$25 AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, LA, ME, MI, MN, MS, MO, NE, NV, NH, NM, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WI, WV and WY.

**Reinstatement Charge:** The first time your account is reinstated for nonpayment of premium, the premium due is the installment amount. For each succeeding reinstatement due to nonpayment of premium while continuously insured with The Cincinnati Insurance Companies, a charge is added to your next account statement. The amount of the charge is determined by the fees filed with and approved by the state where the payor of your account is located.

\$10 AK, RI, and SC;

\$15 MA;

\$20 NY; and

\$25 AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, LA, ME, MI, MN, MS, MO, NE, NV, NH, NM, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA and WY.

**Late Charge:** A charge is added to your next account statement each time your payment is received and processed after the due date as shown on the account statement. This fee will not apply to Electronic Funds Transfer (EFT). The amount of the charge is determined by the fees filed with and approved by the state where the payor of your account is located.

\$10 AK, FL, RI, and SC;

\$15 MA; and

\$25 AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, LA, ME, MI, MN, MS, MO, NE, NV, NH, NM, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WI and WY.



## The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

### PILLAR COMMON POLICY DECLARATIONS

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Policy Number: **EMN 047 45 85**

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Named Insured: **THE BARN ENVIRONMENTAL GROUP, INC**

Mailing Address: **566 BANKSTOWN RD  
BROOKS, GA 30205-2219**

Principal Address: **566 BANKSTOWN RD  
BROOKS, GA 30205-2219**

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Previous Policy Number: **NEW**

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Policy Period: (At 12:01 AM standard time at your principal address shown above.)

**FROM: 01-23-2018**

**TO: 01-23-2021**

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Agency: **MILLER, LOUGHRY & BEACH INSURANCE SERVICES, INC. 41-001**  
City, State: **MURFREESBORO, TN**

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Shared Annual Aggregate Limit of Liability: **N/A**

Applicable to all **claims** under the following liability coverage parts:

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In return for the payment of the premium and subject to all the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy.

Forms applicable to all coverage parts:

ML101	01/16	GENERAL PROVISIONS
ML400	01/16	SUMMARY OF PREMIUMS CHARGED
IA4234	01/15	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
ML4115GA	06/16	GEORGIA CHANGES - CANCELLATION AND NONRENEWAL
ML458	01/16	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IP446 08/01 NOTICE TO POLICYHOLDERS  
ML4000 01/16 NOTICE OF LOSS CONTROL SERVICES  
IA4338 05/11 SIGNATURE ENDORSEMENT

Coverage part declarations:

ML505 01/16 NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PART DECLARATIONS  
  
ML502 01/16 CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS  
  
ML503 01/16 CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS  
  
ML518 01/16 CRIME XC+® (EXPANDED COVERAGE PLUS) COVERAGE PART DECLARATIONS

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02-01-2018 11:39

# GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

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These General Provisions apply only to those Coverage Parts which include a liability coverage, which shall include all Coverage Parts other than Crime Coverage. Furthermore, any reference to the "policy" in these General Provisions refers to all Coverage Parts other than Crime Coverage.

Throughout this policy, the words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium, in reliance on all statements in the **application** and all other information provided to us and subject to all the provisions of this policy, including the Declarations, we and the **insureds** agree as set forth below.

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## SECTION I - DEFINITIONS

Where set forth in bold type in this policy, whether in singular or in plural, the following terms shall have the meanings indicated.

**A. Application** means:

1. The Application Form for this policy and any Application Forms for any policies for which this policy provides renewal coverage in whole or in part; and
2. Any materials submitted with Application Forms which shall be maintained on file with us and shall be deemed to be attached hereto as if physically attached.

**B. Claim** has the meaning set forth in the applicable coverage part.

**C. Debtor in possession** means a "debtor in possession" as that term is defined in Title 11 of the United States Code, as amended.

**D. Defense costs** has the meaning set forth in the applicable coverage part.

**E. Domestic partner** means a natural person who is not otherwise an insured, in a committed relationship with an **insured person**, which is legally recognizable as a marriage, civil union or domestic partnership in the state where the **claim** is made or suit is filed and the legal existence of the relationship is verifiable by legal, government documentation existing prior to the date of the **wrongful act** complained of in the **claim**.

**F. Executive** has the meaning set forth in the applicable coverage part.

**G. Extended reporting period** means the periods of time described in Section **XIX** of the General Provisions.

**H. Insured persons** has the meaning set forth in the applicable coverage part.

**I. Insured** has the meaning set forth in the applicable coverage part.

**J. Interrelated** means all events or incidents which have as a common nexus any:

1. Fact, circumstance, situation, event, transaction, or cause; or
2. Series of causally connected facts, circumstances, situations, events, transactions or causes.

**K. Loss** has the meaning set forth in the applicable coverage part.

**L. Named insured** means the entity or entities shown in the applicable Declarations as a Named Insured and any such entity in its capacity as a **debtor in possession**.

**M. Organization** has the meaning set forth in the applicable coverage part.

**N. Personal injury** has the meaning set forth in the applicable coverage part.

**O. Policy period** means the period from the inception date to the expiration date as set forth in the Declarations, or to the earlier date of cancellation of the applicable Coverage Part.

**P. Policy year** means the period within the **policy period** from the inception date as set forth in the Declarations to the succeeding anniversary date exactly 1 year later at 12:01 AM standard time, and **policy year** means any subsequent annual period between anniversary dates at 12:01 AM standard time

thereafter. In the event of a **policy period** less than 1 year, the **policy year** will be the same as the **policy period**.

In the event of an odd term **policy period** longer than 1 year, the **policy year** is the period from the inception date to the next chronological date which precedes the expiration date by exactly 1 or more years at 12:01 AM standard time. If there are subsequent annual periods remaining in the **policy period** after that date at 12:01 AM standard time, such annual periods will each be a **policy year**.

However, if after the issuance of this Coverage Part, any **policy year** is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding **policy year**.

**Q. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, asbestos products, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed. **Pollutants** include but are not limited to substances that are generally recognized in industry or government to be harmful or toxic to persons, property or the environment. regardless of whether the injury or damage is caused directly or indirectly by the **pollutants** and whether:

1. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
2. The insured uses, generates or produces the **pollutant**.

**R. Subsidiary** means any entity in which the **named insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors, trustees, managers (if a limited liability company) or equivalent positions and is disclosed in the **application** and any such entity in its capacity as a **debtor in possession**.

**S. Wrongful Act** has the meaning set forth in the applicable coverage part.

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## SECTION II – EXCLUSIONS

### A. Nuclear

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto; or

### B. Pollution

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. The actual, alleged, or threatened exposure to discharge, generation, storage, transportation, discharge, dispersal, seepage, migration, emission, release, treatment, removal, disposal or escape of **pollutants**; or
2. Any request, demand, order or statutory or regulatory requirement that the **named 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
3. Any demand by or on behalf of any 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**.

### C. Prior Knowledge

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any **wrongful act** committed, attempted or allegedly committed or attempted prior to the **policy period** of the applicable Coverage Part if:

1. Prior to the earlier of the following dates:
  - a. The inception of the applicable Coverage Part; or
  - b. The inception of the original Coverage Part of which the applicable Coverage Part is a renewal or replacement;
  - c. The Continuity Date, if any, stated in the Declarations for the applicable Coverage Part;

any **executive** knew that such **wrongful act** is or would reasonably be regarded as the basis of a **claim**; or

2. There is a previous policy under which the **insureds** are entitled to coverage for such **claim**; or

**D. Prior Notice**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. Any **wrongful act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **policy period** under any other policy; or
2. Any other **wrongful act** whenever occurring, which, together with a **wrongful act** which has been the subject of such notice, would constitute **interrelated wrongful acts**; or

**E. Prior or Pending Proceeding**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any prior or pending demand or civil, criminal, administrative or regulatory proceeding against any **Insured** as of the Prior or Pending Date stated in the Declarations of the applicable coverage part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such **claim**; or

**F. Telephone Consumer Protection Act**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of:

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; or

**G. War and Military Action**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. War, including undeclared or civil war; or
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;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes Exclusion A. above.

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**SECTION III - SEVERABILITY OF EXCLUSIONS**

With respect to determining the applicability of the above Exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

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**SECTION IV - LIMITS OF INSURANCE, DEDUCTIBLES, MULTIPLE CLAIMS AND EXHAUSTION**

- A.** If a single **claim** is covered under more than one Coverage Part, then our maximum liability for all **loss** resulting from such **claim** shall be the largest applicable Limit of Insurance available under any one of the applicable Coverage Parts.

- B.** The Deductibles for each Coverage Part apply separately to the respective Coverage Parts. If a single **claim** is covered under more than one Coverage Part, the applicable Deductibles shall be applied separately to the part of the **claim** covered by each Coverage Part but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductibles shall be borne by the **insureds** uninsured and at their own risk.
- C.** If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion. If the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, is exhausted, then all of our obligations under the policy for the remainder of the annual period as described in **SECTION IV. D.** below shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
- D.** The Limits of Insurance of each Coverage Part and the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, apply separately to each **policy year**. If the **policy period** of the respective Coverage Part is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period of the respective Coverage part for purposes of determining the Limits of Insurance.
- E.** Regardless of the number of policies or Coverage Parts involved, all **claims** based upon or arising out of the same **wrongful act** or any **interrelated wrongful acts** shall be considered a single **claim**. Each **claim** shall be deemed to be first made at the earliest of the following times:
1. When notice of the earliest **claim** arising out of such **wrongful act** or **interrelated wrongful acts** is received in writing by an **insured** or by us, whichever comes first; or
  2. When notice of a **wrongful act** giving rise to such **claim** is given pursuant to Section **VI** of the General Provisions.
- F.** In the event that more than one of the **insureds** is included in the same **claim**, the total amount of **loss** resulting from such **claim** and the Deductible shall be apportioned pro-rata among the **insureds** in proportion to their respective **loss** unless otherwise mutually agreed upon by the **insureds** and us.

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## SECTION V - DUTIES OF THE INSUREDS IN THE EVENT OF A CLAIM

As conditions precedent to coverage under this policy:

- A.** The **insureds** shall give us written notice of any **claim** made against any of the **insureds** for a **wrongful act** as soon as practicable after any **executive** of the **named insured** has knowledge of such **claim**, and shall cooperate and provide information as we may reasonably require, including but not limited to providing a description of the **claim**, the nature of the alleged **wrongful act**, the nature of the alleged injury, the names of the claimants, and the manner in which the **insureds** first became aware of the **claim**. As soon as practicable, the **insureds** shall furnish us with copies of reports, investigations, pleadings and other papers in connection with the **claim**.
- B.** The **insureds** shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a **claim** the **insureds** will do nothing which may prejudice our position or our potential or actual rights of recovery.
- C.** The **insureds** shall not settle any **claim**, incur any **defense costs** or otherwise assume any obligation or admit any liability with respect to any **claim** without our prior written consent. We shall be entitled to full information and all particulars we may request in order to reach a decision as to such consent. We shall not be liable for any settlement, **defense costs**, assumed obligation or admission to which we have not consented.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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## SECTION VI - NOTICE OF A WRONGFUL ACT

If prior to the end of the **policy period** of the applicable Coverage Part, any of the **insureds** first become aware of a specific **wrongful act** they believe is likely to give rise to a **claim**, and if any of the **insureds** give us written notice as soon as practicable, but prior to the end of the **policy period** of the applicable Coverage Part, of:

- A.** The specific **wrongful act**;
- B.** The injury or damage which has or may result therefrom; and



C. The circumstances by which the **insureds** first became aware thereof;

then any **claim** subsequently made arising out of such **wrongful act** shall be deemed to have been made when notice of the **wrongful act** was first given.

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## SECTION VII - DIRECTION OF CORRESPONDENCE TO US

All notices and other materials provided to us pursuant to the terms of this policy shall be directed to:

Management Liability Claims Manager  
The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

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## SECTION VIII - APPLICATION

The **application** is the basis of this policy and is incorporated into and constitutes a part of this policy. It is agreed by the **insureds** that the statements in the **application** are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations provided.

In the event that the **application** contains any misrepresentation or omission with respect to a specific **wrongful act** or the knowledge of any of the **insureds** of any matter which such **insured** has reason to believe may give rise to a future **claim** made with the intent to deceive or which materially affects the acceptability of the risk or hazard assumed by us, then no coverage shall be afforded for any **claim** based upon, arising from or in consequence of any such misrepresentation or omission. Such misrepresentation or omission shall not be imputed to any other **insureds** for purposes of determining the validity of this policy to such other **insureds** except:

1. Any **insured person** who knew that the statement or representation was not true as of the inception date of coverage;
2. The **organization** with respect to any **executive** who knew that the statement or representation was not true as of the inception date of coverage; and
3. The **organization** if the if the signor of the **application** knew that the statement or representation was untrue.

We shall not be entitled under any circumstances to void or rescind this policy with respect to any **insured**.

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## SECTION IX - CHANGES IN EXPOSURE

### A. Change in Ownership of Named Insured

If during the **policy period** of the applicable Coverage Part:

1. The **named insured** consolidates with or merges into another entity such that such **named insured** is not the surviving entity;
2. Another entity or person or group of entities and/or persons acting in concert acquires more than 50% ownership of the **named insured** or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors, trustees or managers (if a limited liability company) of the **named insured**;

then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such **named insured** and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to such transaction. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after such transaction.

### B. Cessation of Subsidiaries

If during the **policy period** of the applicable Coverage Part any entity ceases to be a **subsidiary** as defined in the applicable Coverage Part, then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such entity and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to the date

such entity ceases to be a **subsidiary**. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after the entity ceases to be a **subsidiary**.

### C. Acquisition or Formation of Entity

If during the **policy period** of the applicable Coverage Part the **named insured** newly acquires or forms another entity over which such **named insured** maintains more than 50% ownership for the purpose of coverage under the Coverage Part applicable to such **named insured**, the newly acquired or formed entity shall be deemed to be a **subsidiary**; however, coverage shall be excess of any indemnification or insurance otherwise available to such newly acquired or formed entity from any other source. Furthermore;

1. For newly acquired or formed entities whose assets are greater than 35% of the assets of the **named insured**, coverage is afforded only until the 90th day after the **named insured** acquires or forms the entity or the end of the **policy period** of the applicable Coverage Part, whichever is earlier. All newly acquired or formed entities whose assets are less than or equal to 35% of the assets of the **named insured** shall be automatically afforded coverage until the end of the **policy period**; and
2. Coverage does not apply to **claims for wrongful acts** committed, attempted or allegedly committed or attempted prior to the date the **named insured** acquired or formed the entity unless we agree, after presentation of a complete application and all appropriate information, to provide coverage by endorsement for such **claims** and the **named insured** pays any additional premium we require for the endorsement.

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## SECTION X - OTHER INSURANCE ISSUED BY ANOTHER INSURER

This insurance is primary except when all or any part of **loss** is also insured under any other prior or current policy. If any other insurance issued by another insurer (with the exception of insurance issued by us, any of our affiliated companies, or any of our predecessors or their affiliated companies) applies to any **claim**, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was purchased specifically to apply excess over the limits provided in this policy. Furthermore, with respect to any coverage that may be provided for any **claim** for actual or alleged **personal injury**, such **claims** shall be specifically excess of any similar coverage provided by the **organization's** General Liability Policy.

When this policy is excess:

- A. We will have no duty to defend any **claim** when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the **insureds'** rights against such other insurer; and
- B. We will pay only our share of the amount of the **loss**, if any, that exceeds the sum of:
  1. The total amount that all such other insurance would pay for the **loss** in the absence of this policy; and
  2. The total of all deductible and self-insured amounts under all such other insurance.

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## SECTION XI - SPOUSE AND LEGAL REPRESENTATIVE EXTENSION

The liability coverage parts in this policy will, subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions, be extended to apply to **claims** for the **wrongful acts** of an **insured person** made against:

- A. The spouse or **domestic partner** of an **insured person** but only to the extent such person is a party to any **claim** solely in such person's capacity as a spouse or **domestic partner** of an **insured person** and only if the **claim** seeks damages recoverable from marital community property jointly held by the **insured person** and the spouse or **domestic partner**, or property transferred from the **insured person** to the spouse;
- B. Their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy; or

We have no obligation to make any payment for **loss** in connection with any **claim** against a spouse, **domestic partner**, estates, heirs, legal representatives or assigns of an **insured person** for any actual or alleged, error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by such spouse, **domestic partner**, estates, heirs, legal representatives or assigns.

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## SECTION XII - MEDIATION AND ALLOCATION

- A.** Any dispute including but not limited to tort claims or contract claims between an **insured** and us arising out of or relating to this policy shall be submitted to non-binding mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- B.** If both **loss** covered by this policy and loss not covered by this policy are incurred, either because a **claim** against an **insured** includes both covered and uncovered matters or because a **claim** is made against both an **insured** and others, we will pay 100% of reasonable and necessary **defense costs** and all remaining loss will be allocated between covered **loss** and uncovered loss based upon the relative legal exposure to the parties to such matters.
- C.** If we and the **insureds** cannot agree as to matters in **B.** above prior to a judgment or finding in the civil or administrative proceeding dealing with **claims** against the **insureds**, the parties agree that they will, to the extent it is within their control, require that the allocation between covered **loss** and uncovered loss is made in such civil or administrative proceeding. Such efforts shall include but are not limited to the submission of special interrogatories to the finder of fact in such proceeding. Such efforts shall not require us to become a party to such civil or administrative proceeding.
- D.** Notwithstanding **C.** above, if we and the **insureds** cannot agree as to matters in Section **B.** above prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under **A.** above settle all **claims** against any or all **insureds**. Following such settlement, any dispute between us and the **insureds** as to the proper allocation of covered and uncovered matters under **B.** above shall be submitted to non-binding mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

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## SECTION XIII - ACTION AGAINST US

- A.** No action shall be taken against us unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy and until the obligation of the **insureds** to pay shall have been finally determined, either by an adjudication against them or by written agreement of the **insureds**, the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of an **insured** or of an **insured's** estate shall not relieve us of any of our obligations hereunder.
- B.** No person or organization shall have any right under this policy to join us as a party to any **claim**. Neither the **insureds** nor their legal representative shall implead us in any **claim**.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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## SECTION XIV - SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of the rights to recovery of the **insureds** to the extent of such payment. The **insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as may be necessary to enable us to effectively bring suit in the name of the **insureds**.

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## SECTION XV - CHANGES IN THIS POLICY

No change or modification of, or assignment of interest under this policy shall be effective except when made by us through a written endorsement to this policy.

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## SECTION XVI - CONFORMITY TO STATUTE

Any terms of this policy which are in conflict with the terms of any applicable laws construing this policy are hereby amended to conform to such laws.

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## SECTION XVII - ENTIRE AGREEMENT

By acceptance of this policy, we and the **insureds** agree that this policy (including the **application**) and any written endorsements attached hereto constitute the entire agreement between the parties.

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## SECTION XVIII - REPRESENTATION BY NAMED INSURED

The first **named insured** shall act on behalf of all of the **insureds** in purchasing this policy and for any purposes under the policy.

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## SECTION XIX - EXTENDED REPORTING PERIODS

A. Upon termination of any Coverage Parts for any reason, other than nonpayment of premium, the **named insured** shall be provided a 90 day Automatic Extended Reporting Period and have the option to replace the 90 day Automatic Extended Reporting Period with a 12 month Optional Extended Reporting Period. The **named insured** may also request an Optional Extended Reporting Period with a term longer than 12 months, which may be provided solely at our discretion.

1. Automatic Extended Reporting Period

A 90 day Automatic Extended Reporting Period is automatically provided without additional charge. The Automatic Extended Reporting Period starts immediately after the end of the **policy period** of the applicable Coverage Part.

2. Optional Extended Reporting Periods

a. The **named insured** shall have the option to purchase a 12 month Extended Reporting Period to replace the 90 day Automatic Extended Reporting Period for an additional premium equal to 75% of the expiring annual premium for the applicable Coverage Part.

b. Additional Optional Extended Reporting Periods may be available for an additional premium charge if an Extended Reporting Period longer than 12 months is desired. It is solely our decision whether to permit the first **named insured** to purchase an Extended Reporting Period with a term longer than 12 months.

The first **named insured** must give us a written request of their intent to purchase an Optional Extended Reporting Period within 60 days after the **policy period** of the applicable Coverage Part or that option shall terminate. The Optional Extended Reporting Period will not go into effect unless the first **named insured** pays the additional premium promptly when due.

B. The Extended Reporting Periods do not extend the **policy period** or change the scope of coverage provided. They extend the **claims** reporting period.

C. The Extended Reporting Periods extend coverage to **claims** first made during the length of time covered by the applicable Extended Reporting Period provided the **wrongful act** was committed, attempted or allegedly committed or attempted prior to the end of the **policy period** of the applicable Coverage Part, and all such **claims** shall be subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions. Such **claims** must be reported in writing to us prior to the expiration of the applicable Extended Reporting Period.

D. The Extended Reporting Period, regardless of length does not reinstate or increase the Limits of Insurance of the applicable Coverage Part or the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last **policy year** in which coverage is provided hereunder.

E. Any Extended Reporting Period will immediately terminate on the effective date and time of any other insurance issued to the **insureds** which replaces this insurance. The entire premium for any Extended Reporting Period shall be fully earned at the commencement of any Extended Reporting Period.

F. If the terms under this section are invoked under the Cincinnati Data Defender™ Coverage Part, the Cincinnati Network Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, the provisions contained in this Section shall apply only to the following Insuring Agreements:

1. Insuring Agreement **B** - Defense and Liability of the Cincinnati Data Defender™ Coverage Part;

2. Insuring Agreement **B** - Network Security Liability of the Cincinnati Network Defender™ Coverage Part; or

3. Insuring Agreements **E** - Data Compromise Liability, **F** - Network Security Liability and **G** - Electronic Media Liability of the Cincinnati Cyber Defense™ Coverage Part.
- 

#### **SECTION XX - COVERAGE TERRITORY**

This policy applies to any **claim** for a **wrongful act** committed, attempted or allegedly committed or attempted anywhere in the world unless indicated otherwise. However, if insurance provided by this policy would be in violation of any United States economic or trade sanctions, such insurance shall be null and void.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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#### **SECTION XXI - LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this insurance and would be effective during the **policy period** without additional premium, the broadened coverage will immediately apply to this insurance as of the latter of:

1. The date we implemented the change in the headquarters state which is the basis upon which the policy was issued; or
  2. The date the applicable Coverage Part became effective.
-

Policy Number: **EMN 047 45 85**

Effective Date: **01-23-2018**

## SUMMARY OF PREMIUMS CHARGED

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

NONPROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY	\$ 2,030
DATA DEFENDER COVERAGE PART	\$ 186
NETWORK DEFENDER COVERAGE PART	\$ 300
CRIME EXPANDED COVERAGE PLUS	\$ 200
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TERRORISM COVERAGE</b>	<b>\$ 25</b>
Installment Charge _____	\$ _____
Total	<b>\$ 2,741</b>

Payment Plan	First Installment	Remaining Installments
ANNUAL	\$ * _____	\$ * _____

SEE BILLING STATEMENT MAILED SEPARATELY

ALL OTHER TERMS AND CONDITIONS REMAINS UNCHANGED

# POLICYHOLDER NOTICE

## TERRORISM INSURANCE COVERAGE

Your policy (or the policy proposed to you) contains coverage for certain losses caused by terrorism.

### **Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is \$ 25 \_\_\_\_\_.

### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- **Schedule:**

<b>Federal Share of Terrorism Losses</b>	
<b>Percentage</b>	<b>Calendar Year</b>
85%	2015
84%	2016
83%	2017
82%	2018
81%	2019
80%	2020

### **Cap on Insurer Participation:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**NOTE:** THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER OF COVERAGE AND (2) AT THE TIME COVERAGE IS ISSUED.

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

**GEORGIA CHANGES - CANCELLATION  
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**PILLAR POLICY PROGRAM**

The following provision is added:

**CANCELLATION AND NONRENEWAL**

- A.** The first **named insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
- a.** If only the interest of the first **named insured** is affected, the effective date of cancellation will be either the date we receive notice from the first **named insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first **named insured**, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first **named insured**.
  - b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first **named insured** and the third party as soon as practicable after receiving the first **named insured's** request for cancellation.
- Our notice will state the effective date of cancellation, which will be the later of the following:
- (1)** 10 days from the date of mailing or delivering our notice; or
  - (2)** The effective date of cancellation stated in the first **named insured's** notice to us.
- B.** We may cancel this policy or any of its Coverage Parts by mailing or delivering to the first **named insured** written notice of cancellation at least:
- 1.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2.** 60 days before the effective date of cancellation if we cancel for any other reason. Such notice may only be sent for cancellation effective at a policy anniversary at the end of a **policy year**.
- C.** We will mail or deliver our notice to the first **named insured's** last mailing address known to us.
- D.** Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- E.** If this policy is cancelled, we will send the first **named insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- G.** If we decide to:
- 1.** Nonrenew this policy; or
  - 2.** Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
  - 3.** Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first **named insured** and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least 60 days before the expiration date of this policy.



- H. Policies written for a term of more than one year may be cancelled by us for any reason at the end of a **policy year**, upon 60 days written notice of cancellation.

All other provisions of the policy remain unchanged except as herein expressly modified.

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

**CAP ON LOSSES FROM CERTIFIED  
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS**

**A. SECTION I - DEFINITIONS** is amended to add the following:

**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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. 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.

**B. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**C. APPLICATION OF OTHER EXCLUSIONS**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion does not serve to create coverage for any **loss** which would otherwise be excluded under this policy, such as **losses** excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the **certified act of terrorism** contributes concurrently or in any sequence to the **loss**.

**D. SUNSET CLAUSE**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

All other provisions of the policy remain unchanged except as herein expressly modified.

**THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY  
THE CINCINNATI INDEMNITY COMPANY**

**NOTICE TO POLICYHOLDERS**

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

# NOTICE OF LOSS CONTROL SERVICES

The Cincinnati Insurance Companies provide certain loss prevention services to policyholders at no additional cost for those insureds who have purchased our cyber risk coverages: Cincinnati Cyber Defense™, Cincinnati Data Defender™ or Cincinnati Network Defender™. These services are designed to prevent or reduce the impact of potential loss causing events or conditions related to the type(s) of insurance coverage you have purchased from us. These services include those described below:

## Cyber Risk Management Portal

You gain access to [www.eriskhub.com/cic](http://www.eriskhub.com/cic), a portal that provides you with news, information and tools you can use to help mitigate a hacking event, virus infection or other cyberattack. The TechQ service available on this portal can also help you diagnose and fix common computer problems including some virus infections. It also provides you with the comprehensive, on-demand resources you need to:

- Create your breach response plan from the template
- Learn about breach laws that apply to your business
- Use the compliance reference guide and notification letter examples
- Locate credit bureau and government agency notification information
- Learn how to contact data risk management experts for more help

The first time you visit this portal, please complete new user registration using this information:

Access code: 12116-868

## Identity Recovery Help Line

If you have purchased Cincinnati Cyber Defense™ or Cincinnati Data Defender™, your coverage also includes case management services and reimbursement for covered expenses if you are a covered key person and you become the victim of identity theft or account takeover. Please call our Identity Recovery Help Line, 866-219-9831, if you suspect that you may be an identity theft victim or you have questions.

## Claims Services

If you suspect or know that a data breach or a computer attack may have exposed or compromised your organization's systems and private, customer or personal data, a swift response is critical for your protection. Please note that the cyber risk management portal and help line provide advice and information, and using them does not satisfy any notice of claim requirement. The only way to report a claim is to contact your independent agent or call us directly at 877-242-2544. Your agent and Cincinnati Insurance will work with you to preserve your company's goodwill, prevent regulatory sanctions or fines, avoid civil litigation and safeguard your organization's reputation.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice. Refer to your policy for a complete statement of coverages, exclusions and limits of insurance.

## SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

# The Cincinnati Insurance Company

A Stock Insurance Company

## NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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Policy Number: **EMN 047 45 85**

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Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

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Limit of Insurance:	\$ <u>1,000,000</u>	in the aggregate
Investigative Costs Sublimit:	\$ <u>100,000</u>	in the aggregate
Excess Benefit Transaction Tax Sublimit:	\$ <u>20,000</u>	sublimit per <b>organizational manager</b>

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Additional Defense Limit of Insurance:	\$ <u>NOT COVERED</u>	in the aggregate
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Excess Side A Limit of Insurance:	\$ <u>NOT COVERED</u>	in the aggregate
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	\$ <u>0</u>	each <b>claim</b> under Insuring Agreement <b>A</b> (Insured Persons)
Deductibles:	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>B</b> (Indemnification)
	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>C</b> (Organization)

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Retroactive Date:	<u>N/A</u>
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Prior or Pending Date:	<u>01-23-2018</u>
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Continuity Date:	<u>01-23-2018</u>
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Forms and endorsements applicable to this coverage part:

ML105	01/16	NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE
ML328	01/16	PROFESSIONAL LIABILITY EXCLUSION
ML331	01/16	REGULATORY EXCLUSION

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02-01-2018 11:39

# NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE

## TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
SECTION I - INSURING AGREEMENTS .....	2
SECTION II - DEFINITIONS.....	2
SECTION III - EXCLUSIONS .....	5
SECTION IV - SEVERABILITY OF EXCLUSIONS .....	7
SECTION V - LIMIT OF INSURANCE AND DEDUCTIBLES .....	7
SECTION VI - DEFENSE, INVESTIGATION AND SETTLEMENT .....	8



# NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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## SECTION I - INSURING AGREEMENTS

- A. We will pay on behalf of the **insured persons** all **loss** which they shall be legally obligated to pay, except for such **loss** which the **organization** actually pays as indemnification, resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- B. We will pay on behalf of the **organization** all **loss** which the **organization** is required to pay as indemnification to the **insured persons** resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- C. We will pay on behalf of the **organization** all **loss** which the **organization** is required to pay resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, against the **organization** for a **wrongful act**.

We will have the right and duty to select counsel and defend the **insureds** against any such **claim**.

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## SECTION II - DEFINITIONS

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

### A. **Claim** means:

- 1. A written demand for monetary damages or non-monetary relief;
- 2. A civil proceeding commenced by the filing of a complaint or similar pleading;
- 3. A formal administrative or regulatory proceeding commenced by the filing of a complaint, charge, formal investigative order or similar document;
- 4. An arbitration, mediation or similar alternative dispute resolution proceeding in which monetary damages are sought if the **insured**:
  - a. Is required to participate in such proceeding; or
  - b. Agrees to participate in such proceeding with our written consent, such consent not to be unreasonably withheld;
- 5. A criminal proceeding commenced by the return of an indictment against:
  - a. Any **organization** or **directors and officers**; or
  - b. Any **insured person** other than **directors and officers**. The maximum Limit of Insurance for all such criminal proceedings against any **insured persons** other than **directors and officers** in the aggregate shall be \$100,000. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum liability under this Coverage Part;
- 6. A written request to toll or waive a statute of limitations related to a potential **claim** described in Definitions **A.1.** through **A.5.** above; or
- 7. A civil, administrative, regulatory or criminal investigation of an **insured person** once such **insured person** is identified in writing by such investigating authority as a person against whom a proceeding described in Definitions **A.2.**, **A.3** or **A.5.** may be commenced. The maximum Limit of Insurance for all

such investigations against any **insured persons** shall be the Investigative Costs Sublimit set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum aggregate liability under this Coverage Part;

against any **insured**, including any appeal therefrom.

- B. Defense costs** means reasonable and necessary fees, costs, and expenses incurred by us or with our consent on behalf of the **insureds** or reimbursed to any of the **insureds** by us, resulting solely from the investigation, adjustment, defense and appeal of any **claim**. **Defense costs** includes, but is not limited to, the cost of expert consultants and witnesses, and premiums for appeal, injunction, attachment or supersedeas bonds (but not the obligation to furnish such bonds).

**Defense costs** shall not include:

1. Salaries, wages, fees, overhead or expenses of our employees or any **insureds**, directors, officers, trustees or employees, other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim**;
  2. Any amount covered by the duty to defend obligation of any other insurer; or
  3. Any pre-tender fees, costs or expenses.
- C. Directors and officers** means all natural persons who were, now are, or shall become an officer, a duly elected or appointed member of the board of directors, trustees, regents, managers, governors, a **LLC manager** or an equivalent position of the **organization**.
- D. Disqualified person** means a disqualified person as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- E. Employee** includes, but is not limited to, all natural persons who were, now are, or shall become full-time, part-time, seasonal, volunteer, contingent or leased workers of the **organization** as determined by federal, state or local law. **Employee** does not include independent contractors as determined by federal, state or local law.
- F. Employment related wrongful act** means a **wrongful act** arising from employment related activities including, but not limited to, hiring, training, supervision, evaluation, promotion, demotion, granting of tenure, and termination.
- G. Excess benefit transaction** means an excess benefit transaction as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- H. Excess benefit transaction tax** means any excise tax imposed by the Internal Revenue Service on any **insured** who is an **organizational manager** as a result of such **insured's** participation in an **excess benefit transaction**.
- I. Executive** means any natural person who was, now is or shall become the chairperson, president, chief executive officer, chief financial officer, executive director, in-house general counsel or person of equivalent position to any of the foregoing of the **organization**.
- J. Financial impairment** means, with respect to the **organization** or any **outside organization**, the appointment of any receiver, conservator, liquidator, rehabilitator, trustee or similar official; or the **organization** or any **outside organization** becoming a **debtor in possession**.
- K. Insured** means the **organization** and the **insured persons**.
- L. Insured persons** means:
1. **Directors and officers**;
  2. All natural persons who were, now are, or shall become an **employee** or committee member, whether or not they were, are or shall be compensated, of the **organization**;
  3. All natural persons who were, now are, or shall become members or volunteers of the **organization** while acting on behalf of the **organization** in a voluntary capacity at the direction of the **directors and officers**; and
  4. Any natural person who is an independent contractor as determined by federal, state or local law, but only while acting in the capacity as such for the **organization** pursuant to an express written agreement between the independent contractor, or any entity on behalf of the independent contractor, and the **organization** and only if the **organization** agrees in writing to provide indemnification to such

independent contractor; provided, however, that any coverage under this Coverage Part for any such independent contractor shall be excess of any indemnification or insurance otherwise available to such independent contractor from any other source.

- M. LLC manager** means any natural person who is a manager, member of the board of managers or member of the **organization** that is a limited liability company, but only with respect to the conduct of the limited liability company's business. However, any member of a limited liability company who is a passive investor not involved in the operations of the limited liability company is not a **LLC manager**.
- N. Loss** means **defense costs** and the total amount of monetary damages which the **insured** becomes legally obligated to pay on account of any **claim** for a **wrongful act** with respect to which coverage hereunder applies, including damages, judgments, settlements, prejudgment and postjudgment interest, and punitive or exemplary damages or the multiplied portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiplied damages.

**Loss** shall also include:

Any **excess benefit transaction tax** an **insured** is obligated to pay as a result of a **claim**. The maximum Limit of Insurance per each **organizational manager** for any **excess benefit transaction tax** shall be the Excess Benefit Transaction Tax Sublimit set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum aggregate liability under this Coverage Part. The **excess benefit transaction tax** shall not include the 25% excise tax assessed against any **disqualified person** or the 200% tax assessed for failure to correct an **excess benefit transaction**.

**Loss** shall not include:

1. Taxes, criminal or civil fines or penalties imposed by law, except as noted above;
2. Any restitution, disgorgement or similar sums; or
3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.

- O. Organization** means the **named insured** and any **subsidiary**.
- P. Organizational manager** means an organizational manager as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- Q. Outside organization** means any nonprofit corporation or organization other than the **organization**, which is described in Section 501(c)(2), (3), (4), (6), (7), (8), (10), (19), or 501(d) of the Internal Revenue Code of 1986, as amended, and is exempt from federal income taxation.
- R. Outside position** means the service of any **insured person** of the **organization** as an officer or member of the board of directors, trustees, regents, managers, governors, or equivalent position in any **outside organization** but only during the time that such service is performed at the direction of the **organization** or with the consent and knowledge of the **organization**.
- S. Personal injury** means invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, false detention, abuse of process, malicious prosecution, libel, slander, defamation, or disparaging of a person's or organization's goods, products or services.
- T. Property damage** means:
1. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
  2. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
- U. Publishers liability** means infringement of copyright, trademark, service mark or trade name, unauthorized use of title, plagiarism or misappropriation of ideas.
- V. Third party** means any natural person who is not an **employee** of the **organization**.
- W. Wrongful act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty including any **personal injury** or **publishers liability** committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and prior to the end of the **policy period** by:

1. Any of the **insured persons** in the discharge of their duties solely in their capacity as **insured persons** of the **organization**;
2. Any of the **insured persons** of the **organization** in the discharge of their duties solely in their capacity in an **outside position** in any **outside organization**;
3. Any of the **insured persons** solely by reason of their status as such; or
4. The **organization**.

---

### SECTION III - EXCLUSIONS

The descriptions in the headings of these exclusions are solely for convenience and form no part of the terms and conditions of coverage.

#### A. Bodily Injury/Property Damage

We are not liable to pay, indemnify or defend any **claim** for actual or alleged:

1. Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress; or
2. **Property damage**, including, but not limited to, physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money.

#### B. Conduct

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any of the **insureds** or any person for whose actions the **insureds** are legally responsible:

1. Committing any deliberately fraudulent, dishonest, criminal or malicious act or omission;
2. Committing any willful violation of any statute, law, rule, regulation, agreement, or judicial or regulatory order; or
3. Gaining any profit, remuneration or advantage to which they were not legally entitled;

if established by a final and non-appealable judgment or adjudication adverse to the **insureds**.

With respect to determining the applicability of this exclusion, no conduct pertaining to any **insured person** shall be imputed to any other **insured person**; however, any conduct pertaining to any **executive** shall be imputed to the **organization** to determine if coverage is available.

#### C. Contract

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged liability of any **insureds** under the terms, conditions or warranties of any oral or written contract or agreement, except to the extent the liability would have attached to any such **insureds** in the absence thereof; provided, however, that this exclusion shall not apply to **defense costs** with respect to any **claim** against any **insured persons**.

#### D. Cyber

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged:

1. Improper dissemination of personally identifiable information or protected health information;
2. Liability of any **insured** arising out of internet and electronic services which are performed for or on behalf of any client or customer of the **organization** through the transmission of electronic data to or from the **organization's** internet website or through a private computer network controlled by the **organization**; or
3. Liability of any **insured** for internet professional services the **organization** provides to others which may include, but are not limited to, application service provider, domain name registration services, electronic exchange and auction services, internet hosting services, internet media services, internet service provider service, managed and network security services, public key infrastructure services, search engine services, web portal services, website development, software development and internet access provider.

#### E. Employment Practices

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of an **employment related wrongful act**.

#### F. ERISA

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of **employees** of the **organization**.

#### G. Insured vs. Insured

We are not liable to pay, indemnify or defend any **claim** brought or maintained by, on behalf of or at the behest of any of the **insureds** in any capacity and regardless of collusion; provided, however, that this exclusion does not apply to:

1. Any **claim** brought or maintained as a derivative action on behalf of the **organization** by one or more persons who are not **insured persons** and who bring and maintain the **claim** without the solicitation, assistance or participation of any of the **insureds**;
2. Any **claim** brought or maintained by any of the **insureds** for contribution or indemnity, if such **claim** for contribution or indemnity directly results from another **claim** covered by the Coverage Part;
3. Any **claim** brought or maintained by an examiner, trustee, receiver, liquidator, rehabilitator, bankruptcy trustee or similar official, or creditors' committee of the **organization** in connection with a bankruptcy proceeding of the **organization**;
4. Any **claim** brought or maintained by **insured persons** of the **organization**:
  - a. Who are **executives** or **directors and officers** who have not served as such for at least a one year period prior to the date the **claim** is first made and who bring and maintain the **claim** without the solicitation, assistance or participation of any **insured persons** who have served as **insured persons** within such one year period; or
  - b. Other than **executives** or **directors and officers** if such **claim** is brought and maintained without any active assistance or participation of, or solicitation by, any **executives** or **directors and officers**; or
5. Any **claim** brought by a whistleblower pursuant to any federal, state, or local statutory or common law.

#### H. Intellectual Property

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged infringement of patent or misappropriation of trade secrets or other intellectual property rights; provided, however, that this exclusion shall not apply to any **publishers liability**. Furthermore, this exclusion shall not apply to any **claim** against any **insured persons**.

#### I. Outside Service

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any **wrongful act** in the discharge of the duties of any of the **insured persons** as a director, officer, trustee, employee, volunteer or member of any entity other than the **organization**, even if directed or requested to serve such other entity by the **organization**; provided, however, that this exclusion shall not apply to the extent:

1. Such **claim** is based on the service of an **insured person** in an **outside position**; and
2. The **loss** resulting from such **claim** is not indemnified by the **outside organization** or any of its insurers.

#### J. Third Party Discrimination or Sexual Harassment

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any discrimination against or sexual harassment of any **third party**.

## SECTION IV - SEVERABILITY OF EXCLUSIONS

With respect to determining the applicability of the above exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

---

## SECTION V - LIMIT OF INSURANCE AND DEDUCTIBLES

- A.** We will pay 100% of **loss** in excess of the applicable Deductible amount set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations up to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- B.** In the event a single **claim** is covered under more than one Insuring Agreement, the Deductibles set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations shall be applied separately to the part of the **loss** resulting from such **claim** covered by each Insuring Agreement and the sum of the Deductibles so applied shall constitute the Deductible for each single **claim**; provided, however, that the total Deductible as finally determined shall in no event exceed the largest of the applicable Deductibles. Notwithstanding the aforementioned, the Deductible applicable to Insuring Agreement **B.** shall apply to **loss** payable under any of the Insuring Agreements for which indemnification by the **organization** is legally permissible, whether or not actual indemnification is granted, unless the **organization** fails to indemnify any **insured person** due to the **financial impairment** of the **organization**. The Deductible shall be paid by the **organization**. Any **loss** paid by us within the Deductible shall be reimbursed by the **organization** within 30 days of our written request for such reimbursement.
- C.** **Defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations. **Defense costs** we pay shall reduce such Limits of Insurance. **Defense costs** paid by the **organization** shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all **loss** resulting from all **claims** under this Coverage Part shall be the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- E.** If an Additional Defense Limit of Insurance is set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, **defense costs** will apply first to and reduce the Additional Defense Limit of Insurance. The Additional Defense Limit of Insurance will be in addition to and not part of the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. The Additional Defense Limit of Liability is applicable to **defense costs** only. **Defense costs** paid by the **organization** shall be applied against the Deductible.

Upon exhaustion of the Additional Defense Limit of Insurance, **defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. **Defense costs** we pay shall reduce the Limit of Insurance.

- F.** If an Excess Side A Limit of Insurance is set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and if the Limit of Insurance has been exhausted, we provide the **insured persons** with an excess limit of insurance under Insuring Agreement **A.** Such Excess Side A Limit of Insurance will not exceed the amount set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. The Excess Side A Limit of Insurance is in addition to and not part of the Limit of Insurance, and it applies solely to **loss** resulting from any **claim** against an **insured person** to which Insuring Agreement **A.** is applicable.
- G.** It is agreed that:
1. If a **loss** from any **claim** is payable but such payment would exceed the remaining applicable Limit of Insurance as set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, we will first pay the unpaid portion of such **loss** under Insuring Agreement **A.**; then to the extent that any amount of the applicable Limit of Insurance shall remain available, we will pay such **loss** to which Insuring Agreements **B.** and **C.** apply.
  2. Upon written request of the president, chairperson or equivalent position of the **named insured**, we shall withhold payment of a covered **loss** under Insuring Agreements **B.** and **C.** until the president, chairperson or equivalent position of the **named insured** directs us to pay such covered **loss**. Such request shall not delay any payment under Insuring Agreement **A.**
-

## SECTION VI - DEFENSE, INVESTIGATION AND SETTLEMENT

- A.** We will have the right and duty to select counsel and defend the **insureds** against any **claim**; however, we will have no duty to defend the **insureds** against any **claim** to which this insurance does not apply.
- B.** We may make any investigation we deem necessary and may, with the consent of the **insureds** named in connection with the **claim**, make any settlement of any **claim** we deem expedient. If the **insureds** withhold consent to such settlement, our liability for all **loss** in connection with such **claim** shall not exceed:
- 1.** The amount of the proposed settlement plus **defense costs** incurred up to the date of the **insured's** refusal to consent to the proposed settlement; plus
  - 2.** 90% of any settlement or judgment in excess of the proposed settlement amount referenced in **B.1.** above plus 90% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement, subject in all events to the applicable Limit of Insurance and Deductible for such **claim**. The remaining 10% of any settlement or judgment in excess of the proposed settlement amount referenced in **B.1.** above plus 10% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement shall be borne by the **insureds**, uninsured and at their own risk.
- C.** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the defense or payment of damages, judgments or settlements of covered **claims**.
-

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

**PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
EDUCATORS LEGAL LIABILITY COVERAGE  
FINANCIAL INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE  
HEALTHCARE INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE  
NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PRIVATELY HELD COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PUBLICLY TRADED COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE**

**SECTION III - EXCLUSIONS** is amended to add the following:

We are not liable to pay, indemnify or defend any **claim** for the rendering of or failure to render any professional service by or on behalf of any **insureds**.

All other provisions of the policy remain unchanged except as herein expressly modified.

**ML 328 01 16**



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

**REGULATORY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
EDUCATORS LEGAL LIABILITY COVERAGE  
FINANCIAL INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE  
NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PRIVATELY HELD COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PUBLICLY TRADED COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE**

**SECTION III - EXCLUSIONS** is amended to add the following:

We are not liable to pay, indemnify or defend any **claim** brought or maintained by or at the behest of any federal or state government or government entity or any federal or state regulatory agency, whether such **claim** is brought in the name of such government, government entity or regulatory agency or by or at the behest of such government, government entity or regulatory agency in the name of any other entity.

All other provisions of the policy remain unchanged except as herein expressly modified.

# The Cincinnati Insurance Company

A Stock Insurance Company

## CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS

**THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.**

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Policy Number: **EMN 047 45 85**

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Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

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Insuring Agreement <b>A</b> - Response Expenses Limit of Insurance:	\$ <u>50,000</u>	in the aggregate
Named Malware Sublimit	\$ <u>50,000</u>	
Forensic IT Review Sublimit	\$ <u>5,000</u>	
Legal Review Sublimit	\$ <u>5,000</u>	
PR Services Sublimit	\$ <u>5,000</u>	
Regulatory Fines and Penalties Sublimit	\$ <u>10,000</u>	
PCI Fines and Penalties Sublimit	\$ <u>10,000</u>	
<hr/>		
Insuring Agreement <b>B</b> - Defense and Liability Limit of Insurance:	\$ <u>50,000</u>	in the aggregate
Named Malware Sublimit	\$ <u>50,000</u>	
<hr/>		
Insuring Agreement <b>C</b> - Identity Recovery Limit of Insurance:	\$ <u>25,000</u>	in the aggregate
Lost Wages and Child and Elder Care Sublimit	\$ <u>5,000</u>	
Mental Health Counseling Sublimit	\$ <u>1,000</u>	
Miscellaneous Unnamed Costs Sublimit	\$ <u>1,000</u>	

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	\$ <u>1,000</u>	each <b>claim</b> under Insuring Agreement <b>A</b> - Response Expenses
Deductibles:	\$ <u>1,000</u>	each <b>claim</b> under Insuring Agreement <b>B</b> - Defense and Liability
	\$ <u>250</u>	each <b>claim</b> under Insuring Agreement <b>C</b> - Identity Recovery

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Retroactive Date: 01-23-2018

Forms and endorsements applicable to this coverage part:

ML102 01/16 CINCINNATI DATA DEFENDER™ COVERAGE FORM

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02-01-2018 11:39

# CINCINNATI DATA DEFENDER™ COVERAGE

## TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
Preamble.....	2
<b>SECTION I - INSURING AGREEMENTS .....</b>	<b>2</b>
A. Response Expenses .....	2
B. Defense and Liability .....	3
C. Identity Recovery.....	4
<b>SECTION II - DEFINITIONS.....</b>	<b>4</b>
<b>SECTION III - EXCLUSIONS .....</b>	<b>9</b>
<b>SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE.....</b>	<b>10</b>
<b>SECTION V - DEFENSE AND SETTLEMENT .....</b>	<b>11</b>
<b>SECTION VI - CONDITIONS .....</b>	<b>12</b>

# CINCINNATI DATA DEFENDER™ COVERAGE

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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Throughout this Coverage Part the words "you" and "your" refer to the **Named Insured** shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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## SECTION I - INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which an Aggregate Limit of Insurance is shown in the Declarations:

### A. Response Expenses

1. Coverage under Insuring Agreement **A** - Response Expenses applies only if all of the following conditions are met:
  - a. There has been a **personal data compromise**; and
  - b. Such **personal data compromise** is first discovered by you during the **policy year**; and
  - c. Such **personal data compromise** took place in the **coverage territory**; and
  - d. Such **personal data compromise** is reported to us within 60 days after the date it is first discovered by you.
2. If the conditions listed in **1.** above have been met, then we will provide coverage for the following expenses when they arise directly from the **personal data compromise** described in **1.** above and are necessary and reasonable. Coverages **d.** and **e.** apply only if there has been a notification of the **personal data compromise** to **affected individuals** as covered under coverage **c.**
  - a. FORENSIC IT REVIEW - Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the **personal data compromise** and the number and identities of the **affected individuals**.

This does not include costs to analyze, research or determine any of the following:

- (1) Vulnerabilities in systems, procedures or physical security;
- (2) Compliance with PCI or other industry security standards; or
- (3) The nature or extent of loss or damage to data that is not **personally identifying information** or **personally sensitive information**.

If there is reasonable cause to suspect that a covered **personal data compromise** may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered **personal data compromise**. However, once it is determined that there was no covered **personal data compromise**, we will not pay for any further costs.

- b. LEGAL REVIEW - Professional legal counsel review of the **personal data compromise** and how you should best respond to it.

If there is reasonable cause to suspect that a covered **personal data compromise** may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered **personal data compromise**. However, once it is determined that there was no covered **personal data compromise**, we will not pay for any further costs.

- c. NOTIFICATION TO AFFECTED INDIVIDUALS - We will pay your necessary and reasonable costs to provide notification of the **personal data compromise** to **affected individuals**.

- d. SERVICES TO AFFECTED INDIVIDUALS - We will pay your necessary and reasonable costs to provide the following services to **affected individuals**:
- (1) The following services apply to any **personal data compromise**.
    - (a) Informational Materials  
A packet of loss prevention and customer support information.
    - (b) Help Line  
A toll-free telephone line for **affected individuals** with questions about the **personal data compromise**. Where applicable, the line can also be used to request additional services as listed in (b) 1) and 2) below.  
  
Note, calls by **affected individuals** or their representatives to the Help Line do not constitute the making of a **claim** under Insuring Agreement B – Defense and Liability.
  - (2) The following additional services apply to **personal data compromise** events involving **personally identifying information**.
    - (a) Credit Report and Monitoring:  
A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the **affected individual** enrolling for this service with the designated service provider.
    - (b) Identity Restoration Case Management:  
As respects any **affected individual** who is or appears to be a victim of **identity theft** that may reasonably have arisen from the **personal data compromise**, the services of an identity restoration professional who will assist that **affected individual** through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.
- e. PR SERVICES - Professional public relations firm review of and response to the potential impact of the **personal data compromise** on your business relationships.  
  
This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with **affected individuals**. However, we will not pay for promotions:
- (1) Provided to any of your **executives** or **employees**; or
  - (2) Costing more than \$25 per **affected individual**.
- f. REGULATORY FINES AND PENALTIES - Any fine or penalty imposed, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.
- g. PCI FINES AND PENALTIES - Any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

**B. Defense and Liability**

1. Coverage under Insuring Agreement B - Defense and Liability applies only if all of the following conditions are met:
  - a. During the **policy year** or any applicable Extended Reporting Period, you first receive notice of a **claim** which:
    - (1) Arises from a **personal data compromise** that:
      - (a) Took place on or after the Retroactive Date shown in the Declarations and before the end of the **policy period**;
      - (b) Took place in the **coverage territory**; and
      - (c) Was submitted to us and covered under Insuring Agreement A - Response Expenses; and

(2) is brought by one or more **affected individuals** or by a governmental entity on behalf of one or more **affected individuals**; and

b. Such **claim** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

2. If the conditions listed in a. above have been met, then we will pay on behalf of the **insured defense costs** and **data compromise liability** directly arising from the **claim**.

3. All **claims** caused by a single **personal data compromise** will be deemed to have been made at the time that notice of the first of those **claims** is received by you.

### C. Identity Recovery

1. Coverage under Insuring Agreement C - Identity Recovery applies only if all of the following conditions are met:

a. There has been an **identity theft** involving the personal identity of an **identity recovery insured** under this Coverage Part; and

b. Such **identity theft** is first discovered by the **identity recovery insured** during the **policy year**; and

c. Such **identity theft** took place in the **coverage territory**; and

d. Such **identity theft** is reported to us within 60 days after it is first discovered by the **identity recovery insured**.

2. If the conditions listed in 1. above have been met, then we will provide the following to the **identity recovery insured**:

a. Services of an **identity recovery case manager** as needed to respond to the **identity theft**; and

b. Reimbursement of necessary and reasonable **identity recovery expenses** incurred as a direct result of the **identity theft**.

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## SECTION II - DEFINITIONS

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

1. **Affected individual** means any person who is your current, former or prospective customer, client, patient, member, owner, student, **executive** or **employee** and whose **personally identifying information** or **personally sensitive information** is lost, stolen, accidentally released or accidentally published by a **personal data compromise** covered under this Coverage Part. This definition is subject to the following provisions:

a. **Affected individual** does not include any business or organization. Only an individual person may be an **affected individual**.

b. An **affected individual** must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:

(1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as **affected individuals**. However, specific individuals may qualify as **affected individuals** for another reason, such as being an **employee** of yours.

(2) If you store, process, transmit or transport records, the individuals whose **personally identifying information** or **personally sensitive information** you are storing, processing, transmitting or transporting for another entity do not qualify as **affected individuals**. However, specific individuals may qualify as **affected individuals** for another reason, such as being an **employee** of yours.

(3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as **affected individuals**. However, specific individuals may qualify as **affected individuals** for another reason, such as being an **employee** of the operation insured under this policy.

- c. An **affected individual** may reside anywhere in the world.
2. **Authorized representative** means a person or entity authorized by law or contract to act on behalf of an **identity recovery insured**.
3. **Claim:**
- a. Means:
    - (1) A civil proceeding in which it is alleged that one or more **affected individuals** suffered damages arising from:
      - (a) A **personal data compromise** that was covered under Insuring Agreement **A** - Response Expenses section of this Coverage Part and in connection with which you submitted a claim to us and provided notifications and services to **affected individuals** in consultation with us pursuant to Insuring Agreement **A** - Response Expenses; or
      - (b) The violation of a governmental statute or regulation arising from a **personal data compromise** that was covered under Insuring Agreement **A** - Response Expenses and in connection with which you submitted a claim to us and provided notifications and services to **affected individuals** in consultation with us pursuant to Insuring Agreement **A** - Response Expenses.
    - (2) **Claim** includes:
      - (a) An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent;
      - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
      - (c) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - b. Does not include any demand or action brought by or on behalf of someone who is:
    - (1) Your **executive**;
    - (2) Your owner or part-owner; or
    - (3) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. **Claim** will include proceedings brought by such individuals in their capacity as **affected individuals**, but only to the extent that the damages claimed are the same as would apply to any other **affected individual**.
  - c. Does not include any demand or action brought by or on behalf of an organization, business, institution or any other party that is not an **affected individual** or governmental entity.
4. **Coverage territory** means:
- a. With respect to Insuring Agreement **A** - Response Expenses, anywhere in the world.
  - b. With respect to Insuring Agreement **B** - Defense and Liability, anywhere in the world, however, **claims** must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.
  - c. With respect to Insuring Agreement **C** - Identity Recovery, anywhere in the world
5. **Data compromise liability:**
- a. Means the following, when they arise from a **claim**:
    - (1) Damages, judgments or settlements to **affected individuals**;
    - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
    - (3) Pre-judgment interest on that part of any judgment paid by us.
  - b. Does not include:
    - (1) Damages, judgments or settlements to anyone who is not an **affected individual**;



- (2) Civil or criminal fines or penalties imposed by law;
- (3) Punitive or exemplary damages;
- (4) The multiplied portion of multiplied damages;
- (5) Taxes; or
- (6) Matters which may be deemed uninsurable under the applicable law.

**6. Defense costs:**

- a. Means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any **claim** against an **insured**. Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. Do not include the salaries or wages of your **employees** or **executives**, or your loss of earnings.

**7. Employee** means any natural person, other than an **executive**, who was, now is or will be:

- a. Employed on a full- or part-time basis by you;
- b. Furnished temporarily to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions;
- c. 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, but does not mean a temporary employee as defined in Paragraph **8.b.**; or
- d. Your volunteer worker, which includes unpaid interns.

**8. Executive** means any natural person who was, now is or will be:

- a. The owner of a sole proprietorship that is a **named insured**; or
- b. A duly elected or appointed:
  - (1) Director;
  - (2) Officer;
  - (3) Managing Partner;
  - (4) General Partner;
  - (5) Member (if a limited liability company);
  - (6) Manager (if a limited liability company); or
  - (7) Trustee,
 of a **named insured**.

**9. Identity recovery case manager** means one or more individuals assigned by us to assist an **identity recovery insured** with communications we deem necessary for re-establishing the integrity of the personal identity of the **identity recovery insured**. This includes, with the permission and cooperation of the **identity recovery insured**, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

**10. Identity recovery expenses** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an **identity theft** suffered by an **identity recovery insured**:

- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an **identity theft**.
- b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an **identity theft** or amend or rectify records as to your true name or identity as a result of an **identity theft**.
- c. Costs for credit reports from established credit bureaus.
- d. Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an **identity recovery insured**.
  - (2) The removal of any civil judgment wrongfully entered against an **identity recovery insured**.
  - (3) Legal assistance for an **identity recovery insured** at an audit or hearing by a governmental agency.
  - (4) Legal assistance in challenging the accuracy of the **identity recovery insured's** consumer credit report.
  - (5) The defense of any criminal charges brought against an **identity recovery insured** arising from the actions of a third party using the personal identity of the **identity recovery insured**.
- e. Actual lost wages of the **identity recovery insured** for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  - f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the **identity recovery insured** during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the **identity recovery insured**.
  - g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the **identity recovery insured**.
  - h. Any other reasonable costs necessarily incurred by an **identity recovery insured** as a direct result of the **identity theft**.
    - (1) Such costs include:
      - (a) Costs by the **identity recovery insured** to recover control over his or her personal identity.
      - (b) Deductibles or service fees from financial institutions.
    - (2) Such costs do not include:
      - (a) Costs to avoid, prevent or detect **identity theft** or other loss.
      - (b) Money lost or stolen.
      - (c) Costs that are restricted or excluded elsewhere in this Coverage Part or policy.

**11. Identity recovery insured** means the following:

- a. When the entity insured under this Coverage Part is a sole proprietorship, the **identity recovery insured** is the individual person who is the sole proprietor of the **named insured**.
- b. When the **named insured** under this Coverage Part is a partnership, the **identity recovery insureds** are the current partners.
- c. When the **named insured** under this Coverage Part is a corporation or other form of organization, other than those described in **a.** or **b.** above, the **identity recovery insureds** are all individuals having an ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the **identity recovery insured** shall be:
  - (1) The chief executive of the insured entity; or
  - (2) As respects a religious institution, the senior ministerial employee.
- d. The legally recognized spouse of any individual described in **a.**, **b.** or **c.** above.

An **identity recovery insured** must always be an individual person. The **named insured** under this Coverage Part is not an **identity recovery insured**.

**12. Identity theft** means the fraudulent use of **personally identifying information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

**Identity theft** does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

**13. Insured** means:

- a. With respect to Insuring Agreement **A** - Response Expenses any **named insured**.
- b. With respect to Insuring Agreement **B** - Defense and Liability:
  - (1) Any **named insured**; and
  - (2) Any **employee** or **executive** of a **named insured**, but:
    - (a) Only for the conduct of the **named insured's** business within the scope of his or her employment or duties as an **executive**; and
    - (b) Such **employee** or **executive** shall not be an **insured** to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.
- c. With respect to Insuring Agreement **C** - Identity Recovery any **named insured**.

**14. Loss** means:

- a. With respect to Insuring Agreement **A** - Response Expenses:  
Those expenses enumerated in Section **I, A**, Paragraph **2**.
- b. With respect to Insuring Agreement **B** - Defense and Liability:
  - (1) **Defense costs**; and
  - (2) **Data compromise liability**.
- c. With respect to Insuring Agreement **C** - Identity Recovery, **identity recovery expenses**.

**15. Malware-related compromise** means a **personal data compromise** that is caused, enabled or abetted by a virus or other malicious code that, at the time of the **personal data compromise**, is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

**16. Personal data compromise** means the loss, theft, accidental release or accidental publication of **personally identifying information** or **personally sensitive information** as respects one or more **affected individuals**. If the loss, theft, accidental release or accidental publication involves **personally identifying information**, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the **personally identifying information** or **personally sensitive information** need not be at the insured premises but must be in the direct care, custody or control of:
  - (1) You; or
  - (2) A professional entity with which you have a direct relationship and to which you (or an **affected individual** at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
- b. **Personal data compromise** includes disposal or abandonment of **personally identifying information** or **personally sensitive information** without appropriate safeguards such as shredding or destruction, subject to the following provisions:
  - (1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
  - (2) Such disposal or abandonment must take place during the time period for which this Coverage Part is effective.
- c. **Personal data compromise** includes situations where there is a reasonable cause to suspect that such **personally identifying information** or **personally sensitive information** has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
- d. All incidents of **personal data compromise** that are discovered at the same time or arise from the same cause will be considered one **personal data compromise**.

**17. Personally identifying information** means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an **affected individual** or **identity recovery insured**. This includes, but is not limited to, Social Security numbers or account numbers.

**Personally identifying information** does not mean or include information that is otherwise available to the public, such as names and addresses.

**18. Personally sensitive information** means private information specific to an individual the release of which requires notification of **affected individuals** under any applicable law.

**Personally sensitive information** does not mean or include **personally identifying information**.

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### SECTION III - EXCLUSIONS

The descriptions in the headings of these exclusions are solely for convenience and form no part of the terms and conditions of coverage.

**A.** Applicable to Insuring Agreements **A** and **B** only:

**1.** Criminal Investigations or Proceedings

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any criminal investigations or proceedings.

**2.** Deficiency Correction

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a **personal data compromise**.

**3.** Extortion

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.

**4.** Fraudulent, Dishonest or Criminal Acts

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by **insured**.

**5.** Non-monetary Relief

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of that part of any **claim** seeking any non-monetary relief.

**6.** Prior Data Compromises

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any **personal data compromise** first occurring before the Retroactive Date shown in the Declarations, or any **claim** arising from a **personal data compromise** that first occurred prior to the Retroactive Date shown in the Declarations.

**7.** Prior or Pending Litigation

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any **claim** or other proceeding against an **insured** which was pending or existed prior to the **policy year**, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such **claim** or other proceeding.

**8.** Reckless Disregard

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of your reckless disregard for the security of **personally identifying information** or **personally sensitive information** in your care, custody or control.

**9.** Unencrypted Data

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any **personal data compromise** involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.

10. Uninsurable

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any amount not insurable under applicable law.

11. Willful Complicity

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of the **insured's** intentional or willful complicity in a **personal data compromise**.

B. Applicable to Insuring Agreement **C** only:

1. Fraudulent, Dishonest or Criminal Acts

This insurance does not apply to any fraudulent, dishonest or criminal act by an **identity recovery insured** or any person aiding or abetting an **identity recovery insured**, or by any **authorized representative** of an **identity recovery insured**, whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an **identity recovery insured** who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

2. Professional or Business Identity

This insurance does not apply to the theft of a professional or business identity.

3. Unreported Identity Theft

This insurance does not apply to an **identity theft** that is not reported in writing to the police.

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## SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE

A. Insuring Agreement **A** - Response Expenses:

1. The most we will pay under Insuring Agreement **A** - Response Expenses is the Response Expenses Limit of Insurance stated in the Declarations.
2. The Response Expenses Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all **loss** covered under Insuring Agreement **A** - Response Expenses arising out of all **personal data compromise** events which are first discovered by you during the **policy year**. This limit applies regardless of the number of **personal data compromise** events discovered by you during that period.
3. A **personal data compromise** may be first discovered by you in one **policy year** but cause covered **loss** in one or more subsequent **policy years**. If so, all covered **loss** arising from such **personal data compromise** will be subject to the Response Expenses Limit of Insurance applicable to the **policy year** when the **personal data compromise** was first discovered by you.
4. The most we will pay under Insuring Agreement **A** - Response Expenses for **loss** arising from any **malware-related compromise** is the Named Malware sublimit stated in the Declarations. This sublimit is included within and not in addition to the Aggregate Limit of Insurance referenced in Paragraph **2**. For the purpose of the Named Malware sublimit, all **malware-related compromises** that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single **personal data compromise**.
5. The most we will pay under Insuring Agreement **A** - Response Expenses for Forensic IT Review, Legal Review, PR Services, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for **loss** arising from any one **personal data compromise** is the applicable sublimit for each of those coverages stated in the Declarations. These sublimits are part of, and not in addition to, the Aggregate Limit of Insurance referenced in Paragraph **2**. PR Services coverage is also subject to a limit per **affected individual** as described in Section **I.A.2.e.(2)** PR Services.
6. Coverage for Services to **affected individuals** is limited to costs to provide such services for a period of up to one year from the date of the notification to the **affected individuals**. Notwithstanding the foregoing, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.
7. Response Expenses coverage is subject to the Response Expenses Deductible stated in the Declarations. You shall be responsible for such deductible amount as respects each **personal data compromise** covered under this Coverage Part. We may, at our option, pay any part or all of the deductible amount in order to respond effectively to a **personal data compromise** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**B. Insuring Agreement B - Defense and Liability:**

1. The most we will pay under Insuring Agreement **B - Defense and Liability** (other than post-judgment interest) is the Limit of Insurance stated in the Declarations.
2. The Insuring Agreement **B - Defense and Liability** Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for all **loss** covered under Insuring Agreement **B - Defense and Liability** (other than post-judgment interest) arising out of all **claims**.
3. The most we will pay under Defense and Liability coverage for **loss** arising from any **malware-related compromise** is the Named Malware sublimit stated in the Declarations. This sublimit is included within and not in addition to the Aggregate Limit of Insurance referenced in Paragraph **2**. For the purpose of the Named Malware sublimit, all **malware-related compromises** that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single **claim**.
4. The Insuring Agreement **B - Defense and Liability** coverage is subject to the Deductible stated in the Declarations. You shall be responsible for such deductible amount as respects each **claim** covered under this Coverage Part. We may, at our option, pay any part or all of the deductible amount to defend or effect settlement of any **claim** or **loss** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**C. Insuring Agreement C - Identity Recovery:**

1. Case Management Service is available as needed for any one **identity theft** for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the Limit of Insurance available for **identity recovery expenses**.
2. Coverage under Insuring Agreement **C - Identity Recovery** is subject to the Annual Aggregate Limit of Insurance stated in the Declarations per **identity recovery insured**. Regardless of the number of **identity theft** incidents, this limit is the most we will pay for the total of all **loss** arising out of all **identity thefts** suffered by one **identity recovery insured** which are first discovered by the **identity recovery insured** during the **policy year**. If an **identity theft** is first discovered in one **policy year** and continues into other **policy years**, all **loss** arising from such **identity theft** will be subject to the aggregate Limit of Insurance applicable to the **policy year** when the **identity theft** was first discovered.
3. Legal costs as provided under item d. of the definition of **identity recovery expenses** are part of, and not in addition to, the aggregate limit described in Paragraph **2**.
4. Item **e.** (Lost Wages) and Item **f.** (Child and Elder Care Expenses) of the definition of **identity recovery expenses** are jointly subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate Limit of Insurance described in Paragraph **2**. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the **identity theft** by the **identity recovery insured**.
5. Item **g.** (Mental Health Counseling) of the definition of **identity recovery expenses** is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate limit described in Paragraph **2**. Coverage is limited to counseling that takes place within 12 months after the first discovery of the **identity theft** by the **identity recovery insured**.
6. Item **h.** (Miscellaneous Unnamed Costs) of the definition of **identity recovery expenses** is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate Limit of Insurance described in Paragraph **2**. Coverage is limited to costs incurred within 12 months after the first discovery of the **identity theft** by the **identity recovery insured**.
7. Coverage under Insuring Agreement **C - Identity Recovery** is subject to the Identity Recovery Deductible stated in the Declarations. Each **identity recovery insured** shall be responsible for such deductible amount only once during each **policy year**. This deductible applies only to **identity recovery expenses**.

The Limits of Insurance apply separately to each **policy year**.

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## SECTION V - DEFENSE AND SETTLEMENT

The provisions contained within this Section apply only to Insuring Agreement **B - Defense and Liability**.

1. We will have the right and duty to select counsel and defend the **insured** against any **claim** covered by Insuring Agreement **B - Defense and Liability**, regardless of whether the allegations of such **claim** are

groundless, false or fraudulent. However, we shall have no duty to defend the **insured** against any **claim** seeking damages or other relief not insured by Insuring Agreement **B** - Defense and Liability.

2. We may, with your written consent, make any settlement of a **claim** which we deem reasonable. If you withhold consent to such settlement, our liability for all **loss** resulting from such **claim** will not exceed the amount for which we could have settled such **claim** plus **defense costs** incurred as of the date we proposed such settlement in writing to you.
3. We shall not be obligated to pay any **loss**, or to defend or continue to defend any **claim**, after the Insuring Agreement **B** - Defense and Liability Limit of Insurance has been exhausted.
4. We shall pay all interest on that amount of any judgment within the Insuring Agreement **B** - Defense and Liability Limit of Insurance which accrues:
  - a. After entry of judgment; and
  - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Insuring Agreement **B** - Defense and Liability Limit of Insurance or, in any case, before we pay or offer to pay the entire Insuring Agreement **B** - Defense and Liability Limit of Insurance.

These interest payments shall be in addition to and not part of the Defense and Liability Limit.

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## SECTION VI - CONDITIONS

1. Bankruptcy

Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Part.
2. Due Diligence

You agree to use due diligence to prevent and mitigate **loss** covered under this Coverage Part. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

  - a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
  - b. Providing and maintaining appropriate computer and Internet security;
  - c. Maintaining and updating at appropriate intervals backups of computer data;
  - d. Protecting transactions, such as processing credit card, debit card and check payments; and
  - e. Appropriate disposal of files containing **personally identifying information** or **personally sensitive information**, including shredding hard copy files and destroying physical media used to store electronic data.

3. Duties in the Event of a Claim or Loss
  - a. If, during the **policy year**, the **insured** first becomes aware of any circumstance that could reasonably be expected to give rise to a **claim**, the **insured** may give written notice to us. The notice must be made as soon as practicable, but in no event more than 60 days after the date the circumstance is first discovered by the **insured**, must be made during the **policy year** and must include:
    - (1) the specific details, including the date, of the circumstance;
    - (2) The alleged injuries or damage sustained or which may be sustained;
    - (3) The names of potential claimants; and
    - (4) The manner in which the **insured** first became aware of the circumstance.

Any subsequent **claim** arising out of any circumstance which is the subject of such a written notice will be deemed to have been made at the time written notice in compliance with these requirements was first received by us.
  - b. If a **claim** is brought against any **insured**, you must:
    - (1) Immediately record the specifics of the **claim** and the date received; and
    - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the **claim** is first received by you.

- (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the **claim**;
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of **loss** to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such **claim**.
- c. In the event of a **personal data compromise** covered under Insuring Agreement **A** – Response Expenses, you must see that the following are done:
- (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the **personal data compromise**. Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the **personal data compromise** occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the **personal data compromise**;
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of loss containing the information we request to investigate the **personal data compromise**. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (6) Cooperate with us in the investigation of the **personal data compromise** or settlement of the **loss**.
  - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
  - (8) Make no statement that will assume any obligation or admit any liability, for any loss for which we may be liable, without our prior written consent.
  - (9) Promptly send us any legal papers or notices received concerning the **personal data compromise** or **loss**.
- d. We may examine any **insured** under oath, while not in the presence of any other **insured** and at such times as may be reasonably required, about any matter relating to this insurance or the **claim** or **loss**, including an **insured's** books and records. In the event of an examination, an **insured's** answers must be signed.
- e. No **insured** may, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
4. Help Line  
 For assistance, the **identity recovery insured** should call the **Identity Recovery Help Line** at **1-866-219-9831**. The **Identity Recovery Help Line** can provide the **identity recovery insured** with:
- a. Information and advice for how to respond to a possible **identity theft**; and
  - b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.



As respects Expense Reimbursement Coverage, the **identity recovery insured** must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for **identity recovery expenses**.

5. Legal Action Against Us

a. No person or organization has a right:

(1) To join us as a party or otherwise bring us into a suit asking for damages from an **insured**; or

(2) To sue us under 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 this Coverage Part, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first **named insured** and the claimant or the claimant's legal representative.

b. You may not bring any legal action against us involving **loss**:

(1) Unless you have complied with all the terms of this insurance;

(2) Until 90 days after you have filed proof of **loss** with us; and

(3) Unless brought within 2 years from the date you reported the **claim** or **loss** to us.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

6. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Coverage Part does not represent advice or counsel from us about what you should or should not do.

7. Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

8. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to **affected individuals**. We assume no responsibility under this Coverage Part for any services promised to **affected individuals** without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Condition **10**, Service Providers. You must provide the following at our pre-notification consultation with you:

a. The exact list of **affected individuals** to be notified, including contact information.

b. Information about the **personal data compromise** that may appropriately be communicated with **affected individuals**.

c. The scope of services that you desire for the **affected individuals**. For example, coverage may be structured to provide fewer services in order to make those services available to more **affected individuals** without exceeding the available Response Expenses Limit.

9. Separation of Insureds

Except with respect to the applicable Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part or the policy to which it is attached, to the first **named insured**, this insurance applies separately to each **insured** against whom a **claim** is made.

10. Service Providers

a. We will only pay under this Coverage Part for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Part. We will not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

**11. Services**

The following conditions apply as respects any services provided to you or any **affected individual** or **identity recovery insured** by us, our designees or any service firm paid for in whole or in part under this Coverage Part:

- a. The effectiveness of such services depends on the cooperation and assistance of you, **affected individuals** and **identity recovery insureds**.
- b. All services may not be available or applicable to all individuals. For example, **affected individuals** and **identity recovery insureds** who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an **identity recovery case manager** under Insuring Agreement **C** - Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Part. Those firms work for you.

**12. Valuation - Settlement**

All premiums, Limits of Insurance, Deductible Amounts, **loss** and any other monetary amounts under this Coverage Part are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of **loss** under this Coverage Part is expressed in any currency other than United States of America dollars, payment under this Coverage Part shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon, or the other component of **loss** is due, respectively.

# The Cincinnati Insurance Company

A Stock Insurance Company

## CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

**THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.**

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Policy Number: **EMN 047 45 85**

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Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

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Insuring Agreement <b>A</b> - Computer Attack Limit of Insurance:	\$ <u>100,000</u>	in the aggregate
Data Re-creation Sublimit	\$ <u>5,000</u>	
Loss of Business Sublimit	\$ <u>10,000</u>	
Public Relations Sublimit	\$ <u>5,000</u>	

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Insuring Agreement <b>B</b> - Network Security Liability Limit of Insurance:	\$ <u>100,000</u>	in the aggregate
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Deductibles:	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>A</b> - Computer Attack
	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>B</b> - Network Security

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Retroactive Date:	<u>01-23-2018</u>
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Forms and endorsements applicable to this coverage part:

**ML103      01/16 CINCINNATI NETWORK DEFENDER™ COVERAGE FORM**

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02-01-2018 11:39

# CINCINNATI NETWORK DEFENDER™ COVERAGE

## TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
Preamble.....	2
<b>SECTION I - INSURING AGREEMENTS .....</b>	<b>2</b>
A. Computer Attack.....	2
B. Network Security Liability.....	2
<b>SECTION II - DEFINITIONS.....</b>	<b>3</b>
<b>SECTION III - EXCLUSIONS.....</b>	<b>6</b>
<b>SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE.....</b>	<b>7</b>
<b>SECTION V - DEFENSE AND SETTLEMENT .....</b>	<b>8</b>
<b>SECTION VI - CONDITIONS .....</b>	<b>8</b>

# CINCINNATI NETWORK DEFENDER™ COVERAGE

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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Throughout this Coverage Part the words "you" and "your" refer to the **Named Insured** shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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## SECTION I - INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which an Aggregate Limit of Insurance is shown in the Declarations:

### A. Computer Attack

1. Coverage under Insuring Agreement **A** - Computer Attack applies only if all of the following conditions are met:
  - a. There has been a **computer attack**; and
  - b. Such **computer attack** is first discovered by you during the **policy period**; and
  - c. Such **computer attack** occurred in the **coverage territory**; and
  - d. Such **computer attack** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
2. If all of the conditions in **a.** above have been met, then we will provide you the following coverages for **loss** directly arising from such **computer attack**.
  - a. DATA RESTORATION - We will pay your necessary and reasonable **data restoration costs**.
  - b. DATA RE-CREATION - We will pay your necessary and reasonable **data re-creation costs**.
  - c. SYSTEM RESTORATION - We will pay your necessary and reasonable **system restoration costs**.
  - d. LOSS OF BUSINESS - We will pay your actual **business income loss** and your necessary and reasonable **extra expenses**.
  - e. PUBLIC RELATIONS - If you suffer covered **business income loss**, we will pay for the services of a professional public relations firm to assist you in communicating your response to the **computer attack** to the media, the public and your customers, clients or members.

### B. Network Security Liability

1. Coverage under Insuring Agreement **B** – Network Security Liability applies only if all of the following conditions are met:
  - a. During the **policy year** or any applicable Extended Reporting Period, you first receive notice of a **claim** which arises from a **network security incident** that:
    - (1) Took place on or after the Retroactive Date shown in the Declarations and before the end of the **policy period**; and
    - (2) Took place in the **coverage territory**; and
  - b. Such **claim** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
2. If the conditions listed in **a.** above have been met, then we will pay on behalf of the **insured** the **insured's** necessary and reasonable **defense costs** and **network security liability settlement costs** directly arising from the **claim**.

3. All **claims** caused by a single **network security incident** will be deemed to have been made at the time that notice of the first of those **claims** is received by you.P

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## SECTION II - DEFINITIONS

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

1. **Actual cash value** means replacement cost less a deduction that reflects depreciation, age, condition and obsolescence.
2. **Bodily injury** means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
3. **Business income loss** means the sum of the:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
  - b. Continuing normal and necessary operating expenses incurred, including **employee** and **executive** payroll,  
actually lost by you during the **period of restoration**.
4. **Claim**:
  - a. Means a civil proceeding against an **insured** in which damages are alleged. The proceeding must be based upon an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by the **insured** and operated under the **insured's** control allowed a **network security incident** to happen.
  - b. **Claim** includes
    - (1) an arbitration or alternative dispute resolution proceeding that the **insured** is required to submit to or does submit to with our consent; or
    - (2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - c. Does not include any demand or action brought by or on behalf of someone who is:
    - (1) Your **executive**;
    - (2) Your owner or part-owner; or
    - (3) A holder of your securities,  
in their capacity as such, whether directly, derivatively, or by class action.
5. **Computer attack** means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
  - a. Unauthorized Access - meaning the gaining of access to the **insured's** computer system by:
    - (1) An unauthorized person or persons; or
    - (2) An authorized person or persons for unauthorized purposes; or
  - b. Malware Attack - meaning damage to the **insured's** computer systems or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on the **insured's** computer system during the manufacturing process; or
  - c. Denial of Service Attack - meaning a deliberate act to prevent third parties from gaining access to the **insured's** computer system through the internet in a manner in which they are legally entitled.
6. **Coverage territory** means:
  - a. With respect to Insuring Agreement **A** - Computer Attack:  
Anywhere in the world, but **loss** must involve a computer or other electronic hardware that is owned or leased by the **insured** and operated under the **insured's** control within the United States (including its territories and possessions), Puerto Rico or Canada.

- b. With respect to Insuring Agreement **B** - Network Security Liability:  
Anywhere in the world, however, **claims** must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.
- 7. Data re-creation costs:**
- a. **Data re-creation costs** means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. **Data re-creation costs** also means your actual **business income loss** and your necessary and reasonable **extra expenses** arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
- c. **Data re-creation costs** does not mean costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.
- 8. Data restoration costs:**
- a. Means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered **data restoration costs**, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. Do not include costs to research, restore or replace:
- (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.
- 9. Defense costs:**
- a. Means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any **claim** against an **insured**. Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. Do not include the salaries or wages of your **employees** or **executives**, or your loss of earnings.
- 10. Employee** means any natural person, other than an **executive**, who was, now is or will be:
- a. Employed on a full- or part-time basis by you;
  - b. Furnished temporarily to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions;
  - c. 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, but does not mean a temporary employee as defined in Paragraph **b.**; or
  - d. Your volunteer worker, which includes unpaid interns.
- 11. Executive** means any natural person who was, now is or will be:
- a. The owner of a sole proprietorship that is a **named insured**; or
  - b. A duly elected or appointed:
    - (1) Director;
    - (2) Officer;
    - (3) Managing Partner;
    - (4) General Partner;
    - (5) Member (if a limited liability company);
    - (6) Manager (if a limited liability company); or



- (7) Trustee,  
of a **named insured**.
12. **Extra expense** means the additional cost you incur to operate your business during the **period of restoration** over and above the cost that you normally would have incurred to operate your business during the same period had no **computer attack** occurred.
13. **Insured** means:
- a. With respect to Insuring Agreement **A** - Computer Attack any **named insured**.
  - b. With respect to Insuring Agreement **B** - Network Security Liability:
    - (1) Any **named insured**; and
    - (2) Any **employee** or **executive** of a **named insured**, but:
      - (a) Only for the conduct of the **named insured's** business within the scope of his or her employment or duties as an **executive**; and
      - (b) Such **employee** or **executive** shall not be an **insured** to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.
14. **Loss** means:
- a. With respect to Insuring Agreement **A** - Computer Attack:  
Those expenses enumerated in Section **I, A., Paragraph 2**.
  - b. With respect to Insuring Agreement **B** - Network Security Liability:
    - (1) **Defense costs**; and
    - (2) **Network security liability settlement costs**.
15. **Network security incident** means one or more of the following:
- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
  - b. The unintended abetting of a denial of service attack against one or more other systems.
  - c. The loss, release or disclosure of business data that is owned by or proprietary to a third party. This does not include personally identifying information or other information that is sensitive or personal to individuals.
16. **Network security liability settlement costs**:
- a. Means the following, when they arise from a **claim**:
    - (1) Damages, judgments or settlements; and
    - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such defense fees and costs are awarded by law or court order; and
    - (3) Pre-judgment interest on that part of any judgment paid by us.
  - b. Do not include:
    - (1) Civil or criminal fines or penalties imposed by law;
    - (2) Punitive or exemplary damages;
    - (3) The multiplied portion of multiplied damages;
    - (4) Taxes; or
    - (5) Matters which may be deemed uninsurable under the applicable law.
17. **Period of restoration** means the period of time that begins at the time that the **computer attack** is discovered by you and continues until the earlier of:

- a. The date that all data restoration, data re-creation and system restoration directly related to the **computer attack** has been completed; or
  - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
18. **Property damage** means:
- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
  - b. Loss of use of tangible property that is not physically injured.
19. **System restoration costs**:
- a. Means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre- **computer attack** level of functionality:
    - (1) Replace or reinstall computer software programs;
    - (2) Remove any malicious code; and
    - (3) Configure or correct the configuration of your computer system.
  - b. Does not include:
    - (1) Costs to increase the speed, capacity or utility of your computer system;
    - (2) Labor of your **employees** or **executives**;
    - (3) Any costs in excess of the **actual cash value** of your computer system; or
    - (4) Costs to repair or replace hardware.

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### SECTION III - EXCLUSIONS

The descriptions in the headings of these exclusions are solely for convenience and form no part of the terms and conditions of coverage.

- 1. Criminal Investigations or Proceedings  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any criminal investigations or proceedings.
- 2. Deficiency Correction  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of costs to research or correct any deficiency.
- 3. Extortion  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
- 4. Fines or Penalties  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any fines or penalties.
- 5. Fraudulent, Dishonest or Criminal Acts  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by the **insured**.
- 6. Information Technology Products  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of the propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
- 7. Infrastructure Failure  
This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of failure or interruption of or damage to the internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.

8. Non-monetary Relief

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of that part of any **claim** seeking any non-monetary relief.

9. Prior Network Security Incidents

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any **network security incident** first occurring before the Retroactive Date shown in the Declarations or any **claim** arising from a **network security incident** that first occurred prior to the Retroactive Date shown in the Declarations.

10. Prior or Pending Litigation

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of any **claim** or other proceeding against an **insured** which was pending or existed prior to the **policy year**, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such **claim** or other proceeding.

11. Property Damage or Bodily Injury

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of **property damage** or **bodily injury**.

12. Willful Complicity

This insurance does not apply to **loss** or **claims** based upon, attributable to or arising out of the **insured's** intentional or willful complicity in a covered **loss** event or your reckless disregard for the security of your computer system or data.

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## SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE

### A. Insuring Agreement A - Computer Attack

1. The most we will pay under Insuring Agreement **A** - Computer Attack for Data Re-creation coverage for **loss** (including **business income loss** and **extra expense** related to data re-creation activities) arising from any one **computer attack** is the Data Re-creation Sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph **4**, below.
2. The most we will pay under Insuring Agreement **A** - Computer Attack for Loss of Business coverage for **loss** arising from any one **computer attack** is the Loss of Business Sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph **4**, below.
3. The most we will pay under Insuring Agreement **A** - Computer Attack for Public Relations coverage for **loss** arising from any one **computer attack** is the Public Relations Sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph **4**, below.
4. The Computer Attack Aggregate Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all **loss** covered under Insuring Agreement **A** - Computer Attack arising out of all **computer attack** events which are first discovered by you during the **policy year**. This limit applies regardless of the number of **computer attack** events first discovered during the **policy year**.
5. A **computer attack** may be first discovered by you in one **policy year** but it may cause covered **loss** in one or more subsequent **policy years**. If so, all covered **loss** arising from such **computer attack** will be subject to the Computer Attack Aggregate Limit of Insurance applicable to the **policy year** when the **computer attack** was first discovered by you.
6. The Computer Attack coverage is subject to the Computer Attack Deductible stated in the Declarations. You shall be responsible for the applicable deductible amount as respects **loss** arising from each **computer attack** covered under this Coverage Part.

### B. Insuring Agreement B - Network Security Liability

1. Except for post-judgment interest, the most we will pay under Insuring Agreement **B** - Network Security Liability is the Network Security Liability Aggregate Limit of Insurance stated in the Declarations.

2. The Network Security Liability Aggregate Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all **loss** covered under Insuring Agreement **B** – Network Security Liability (other than post-judgment interest) arising out of all **claims**.
3. The Insuring Agreement **B** – Network Security Liability coverage is subject to the Network Security Liability Deductible stated in the Declarations. You shall be responsible for the applicable deductible amount as respects **loss** arising from each **claim** covered under this Coverage Part. We may, at our option, pay any part or all of the deductible amount to defend or effect settlement of any **claim** or **loss** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The Limits of Insurance apply separately to each **policy year**.

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## SECTION V - DEFENSE AND SETTLEMENT

The provisions contained within this Section apply only to Insuring Agreement **B** - Network Security Liability.

1. We will have the right and duty to select counsel and defend the **insured** against any **claim** covered by Insuring Agreement **B** - Network Security Liability, regardless of whether the allegations of such **claim** are groundless, false or fraudulent. However, we shall have no duty to defend the **insured** against any **claim** seeking damages or other relief not insured by Insuring Agreement **B** - Network Security Liability.
2. We may, with your written consent, make any settlement of a **claim** which we deem reasonable. If you withhold consent to such settlement, our liability for all **loss** resulting from such **claim** will not exceed the amount for which we could have settled such **claim** plus **defense costs** incurred as of the date we proposed such settlement in writing to you.
3. We shall not be obligated to pay any **loss**, or to defend or continue to defend any **claim**, after the Insuring Agreement **B** - Network Security Liability Limit of Insurance has been exhausted.
4. We shall pay all interest on that amount of any judgment within the Insuring Agreement **B** - Network Security Liability Limit of Insurance which accrues:
  - a. After entry of judgment; and
  - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Insuring Agreement **B** - Network Security Liability Limit of Insurance or, in any case, before we pay or offer to pay the entire Insuring Agreement **B** - Network Security Liability Limit of Insurance.

These interest payments shall be in addition to and not part of the Network Security Liability Limit of Insurance.

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## SECTION VI - CONDITIONS

1. Bankruptcy  
Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Part.
2. Due Diligence  
You agree to use due diligence to prevent and mitigate **loss** covered under this Coverage Part. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:
  - a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
  - b. Providing and maintaining appropriate computer and Internet security; and
  - c. Maintaining and updating at appropriate intervals backups of computer data.
3. Duties in the Event of a Claim or Loss
  - a. If, during the **policy year**, the **insured** first becomes aware of any circumstance that could reasonably be expected to give rise to a **claim**, the **insured** may give written notice to us. The notice must be made as soon as practicable, but in no event more than 60 days after the date the circumstance is first discovered by the **insured**, must be made during the **policy year** and must include:
    - (1) the specific details, including the date, of the circumstance;

- (2) The alleged injuries or damage sustained or which may be sustained;
- (3) The names of potential claimants; and
- (4) The manner in which the **insured** first became aware of the circumstance.

Any subsequent **claim** arising out of any circumstance which is the subject of such a written notice will be deemed to have been made at the time written notice in compliance with these requirements was first received by us.

- b. If a **claim** is brought against any **insured**, you must:
  - (1) Immediately record the specifics of the **claim** and the date received; and
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the **claim** is first received by you.
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the **claim**;
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of **loss** to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such **claim**.
- c. In the event of a **computer attack** covered under Insuring Agreement **A - Computer Attack**, you must see that the following are done:
  - (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the **computer attack**. Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the **computer attack** occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the **computer attack**;
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of loss containing the information we request to investigate the **computer attack**. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (6) Cooperate with us in the investigation or settlement of the **computer attack**.
  - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
  - (8) Make no statement that will assume any obligation or admit any liability, for any **loss** for which we may be liable, without our prior written consent.
  - (9) Promptly send us any legal papers or notices received concerning the **computer attack** or **loss**.
- d. We may examine any **insured** under oath, while not in the presence of any other **insured** and at such times as may be reasonably required, about any matter relating to this insurance or the **claim** or **loss**, including an **insured's** books and records. In the event of an examination, an **insured's** answers must be signed.
- e. No **insured** may, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

#### 4. Legal Action Against Us

a. No person or organization has a right:

- (1) To join us as a party or otherwise bring us into a suit asking for damages from an **insured**; or
- (2) To sue us under 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 this Coverage Part, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first **named insured** and the claimant or the claimant's legal representative.

b. You may not bring any legal action against us involving **loss**:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of **loss** with us; and
- (3) Unless brought within 2 years from the date you reported the **claim** or **loss** to us.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### 5. Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

#### 6. Separation of Insureds

Except with respect to the applicable Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part or the policy to which it is attached, to the first **named insured**, this insurance applies separately to each **insured** against whom **claim** is made.

#### 7. Services

The following conditions apply as respects any services provided to you by any service firm provided or paid for in whole or in part under this Coverage Part:

- a. The effectiveness of such services depends on your cooperation and assistance.
- b. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

#### 8. Valuation - Settlement

All premiums, Limits of Insurance, Deductible Amounts, **loss** and any other monetary amounts under this Coverage Part are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of **loss** under this Coverage Part is expressed in any currency other than United States of America dollars, payment under this Coverage Part shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon, or the other component of **loss** is due, respectively.

# The Cincinnati Insurance Company

A Stock Insurance Company

## CRIME XC+<sup>®</sup> (EXPANDED COVERAGE PLUS) COVERAGE PART DECLARATIONS

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Policy Number: **EMN 047 45 85**

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Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

<b>Insuring Agreements</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
Employee Theft	\$25,000	\$500
Forgery or Alteration	\$25,000	\$500
Inside the Premises - Theft of Money and Securities	\$25,000	\$500
Outside the Premises - Theft of Money and Securities	\$5,000	\$500
Money Orders and Counterfeit Money	\$25,000	\$500

Forms and endorsements applicable to this coverage part:

**ML117 01/16 CRIME EXPANDED COVERAGE (XC<sup>®</sup>)**

**ML4116GA 06/16 GEORGIA CHANGES - CRIME COVERAGE**

# CRIME EXPANDED COVERAGE (XC<sup>®</sup>)

## TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
SECTION I - INSURING AGREEMENTS .....	2
SECTION II - DEFINITIONS.....	3
SECTION III - EXCLUSIONS .....	5
SECTION IV - LIMIT OF INSURANCE .....	8
SECTION V - DEDUCTIBLE .....	8
SECTION VI - CONDITIONS .....	8



# CRIME EXPANDED COVERAGE (XC<sup>®</sup>)

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

## SECTION I - INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an **occurrence** taking place at any time which is **discovered** by you during the Policy Period shown in the Common Policy Declarations or during the period of time provided in the Extended Period to Discover Loss Condition **VI.A.7.:**

### A. Employee Theft

We will pay for loss of or damage to **money, securities** and **other property** resulting directly from **theft** committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, **theft** shall also include forgery.

### B. Forgery or Alteration

1. We will pay for loss resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **money** that are:

- a. Made or drawn by or drawn upon you; or
- b. Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2. If you are sued for refusing to pay any instrument covered in Paragraph **B.1.**, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### C. Inside the Premises - Theft of Money and Securities

1. We will pay for loss of **money** and **securities** inside the **premises** or **banking premises**:
  - a. Resulting directly from **theft** committed by a person present inside such **premises** or **banking premises**; or
  - b. Resulting directly from disappearance or destruction.
2. We will pay for loss from damage to the **premises** or its exterior resulting directly from an actual or attempted **theft** of **money** and **securities**, if you are the owner of the **premises** or are liable for damage to it.
3. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the **premises** resulting directly from an actual or attempted **theft** of or unlawful entry into those containers.

### D. Outside the Premises - Theft of Money and Securities

We will pay for loss of **money** and **securities** outside the **premises** in the care and custody of a **messenger** or an armored motor vehicle company resulting directly from **theft**, disappearance or destruction.

### E. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, **money** or services:

1. Money orders issued by any post office, express company or bank that are not paid upon presentation; or

2. **Counterfeit money** that is acquired during the regular course of business.

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**SECTION II - DEFINITIONS**

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. Banking premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- B. Counterfeit money** means an imitation of **money** that is intended to deceive and to be taken as genuine.
- C. Discover** or **discovered** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

**Discover** or **discovered** also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

**D. Employee:**

**1. Employee** means:

**a.** Any natural person:

- (1)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to **theft** or any other dishonest act committed by the **employee**;
- (2)** Who you compensate directly by salary, wages or commissions; and
- (3)** Who you have the right to direct and control while performing services for you;

**b.** Any natural person who is furnished temporarily to you:

- (1)** To substitute for a permanent **employee** as defined in Paragraph **1.a.**, who is on leave; or
- (2)** To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **premises**;

**c.** Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **1.b.**;

**d.** Any natural person who is:

- (1)** A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any **employee benefit plan**; and
- (2)** A director or trustee of yours while that person is engaged in handling **funds** or **other property** of any **employee benefit plan**;

**e.** Any natural person who is a former **employee**, partner, **member**, **manager**, director or trustee retained as a consultant while performing services for you;

**f.** Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **premises**;

**g.** Any **employee** of an entity merged or consolidated with you prior to the effective date of this insurance; or

**h.** Any of your **managers**, directors or trustees while:

- (1)** Performing acts within the scope of the usual duties of an **employee**; or

- (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
2. **Employee** does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **D.1**.
- E. Employee benefit plan** means any welfare or pension benefit plan that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- F. Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- G. Funds** means **money** and **securities**.
- H. Manager** means a person serving in a directorial capacity for a limited liability company.
- I. Member** means an owner of a limited liability company represented by its membership interest, who also may serve as a **manager**.
- J. Messenger** means you, or a relative of yours, or any of your partners or **members**, or any **employee** while having care and custody of property outside the **premises**.
- K. Money** means:
1. Currency, coins and bank notes in current use and having a face value; and
  2. Travelers checks, register checks and money orders held for sale to the public.
- L. Occurrence** means:
1. Under Insuring Agreement **A.**:
    - a. An individual act;
    - b. The combined total of all separate acts whether or not related; or
    - c. A series of acts whether or not related;
 committed by an **employee** acting alone or in collusion with other persons, during the Policy Period shown in the Common Policy Declarations, before such Policy Period or both.
  2. Under Insuring Agreement **B.**:
    - a. An individual act;
    - b. The combined total of all separate acts whether or not related; or
    - c. A series of acts whether or not related;
 committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Common Policy Declarations, before such Policy Period or both.
  3. Under All Other Insuring Agreements:
    - a. An individual act or event;
    - b. The combined total of all separate acts or events whether or not related; or
    - c. A series of acts or events whether or not related;
 committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Common Policy Declarations, before such Policy Period or both.
- M. Other property** means any tangible property other than **money** and **securities** that has intrinsic value. **Other property** does not include computer programs, electronic data or any property specifically excluded under this insurance.
- N. Policy year** means the period within the Policy Period from the inception date as set forth in the Common Policy Declarations to the succeeding anniversary date exactly 1 year later at 12:01 AM standard time, and

**policy year** means any subsequent annual period between anniversary dates at 12:01 AM standard time thereafter. In the event of a Policy Period less than 1 year, the **policy year** will be the same as the Policy Period.

In the event of an odd term Policy Period longer than 1 year, the **policy year** is the period from the inception date to the next chronological date which precedes the expiration date by exactly 1 or more years at 12:01 AM standard time. If there are subsequent annual periods remaining in the Policy Period after that date at 12:01 AM standard time, such annual periods will each be a **policy year**.

However, if after the issuance of this Coverage Part, any **policy year** is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding **policy year**.

- O. Premises** means the interior of that portion of any building you occupy in conducting your business.
- P. Securities** means negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include **money**.
- Q. Theft** means the unlawful taking of property to the deprivation of the Insured.
- R. Watchperson** means any person you retain specifically to have care and custody of property inside the **premises** and who has no other duties.

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### SECTION III - EXCLUSIONS

The descriptions in the headings of these exclusions are solely for convenience and form no part of the terms and conditions of coverage.

**A. Acts Committed by You, Your Partners or Your Members**

This insurance does not cover loss resulting from **theft** or any other dishonest act committed by:

1. You; or
2. Any of your partners or **members**;

whether acting alone or in collusion with other persons.

**B. Acts of Employees Learned of by You Prior to the Policy Period**

This insurance does not cover loss caused by an **employee** if the **employee** had also committed **theft** or any other dishonest act prior to the effective date of this insurance and you or any of your partners, **members, managers, officers, directors or trustees**, not in collusion with the **employee**, learned of that **theft** or dishonest act prior to the Policy Period shown in the Common Policy Declarations.

**C. Acts of Employees, Managers, Directors, Trustees or Representatives**

This insurance does not cover loss resulting from **theft** or any other dishonest act committed by any of your **employees, managers, directors, trustees or authorized representatives**:

1. Whether acting alone or in collusion with other persons; or
2. While performing services for you or otherwise;

except when covered under Insuring Agreement **A**.

**D. Confidential Information**

This insurance does not cover loss resulting from:

1. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

2. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**E. Governmental Action**

This insurance does not cover loss resulting from seizure or destruction of property by order of governmental authority.

**F. Indirect Loss**

This insurance does not cover loss that is an indirect result of an **occurrence** covered by this insurance including, but not limited to, loss resulting from:

1. Your inability to realize income that you would have realized had there been no loss of or damage to **money, securities or other property**.
2. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
3. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**G. Legal Fees, Costs and Expenses**

This insurance does not cover fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **B**.

**H. Nuclear Hazard**

This insurance does not cover loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**I. Pollutants**

This insurance does not cover loss or damage caused by or resulting from pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the pollutants and whether:

1. You are regularly or otherwise engaged in activities which taint or degrade the environment; or
2. You use, generate or produce the pollutant.

**J. War and Military Action**

This insurance does not cover loss or damage resulting from:

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.

**K. Inventory Shortages**

Insuring Agreement **A** does not cover loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

1. An inventory computation; or
2. A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**L. Trading**

Insuring Agreement **A.** does not cover loss resulting from trading, whether in your name or in a genuine or fictitious account.

**M. Warehouse Receipts**

Insuring Agreement **A.** does not cover loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

**N. Accounting or Arithmetical Errors or Omissions**

Insuring Agreements **C.** and **D.** do not cover loss resulting from accounting or arithmetical errors or omissions.

**O. Exchanges or Purchases**

Insuring Agreements **C.** and **D.** do not cover loss resulting from the giving or surrendering of property in any exchange or purchase.

**P. Fire**

Insuring Agreements **C.** and **D.** do not cover loss or damage resulting from fire, however caused, except:

1. Loss of or damage to **money** and **securities**; and
2. Loss from damage to a safe or vault.

**Q. Money Operated Devices**

Insuring Agreements **C.** and **D.** do not cover loss of property contained in any money operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device.

**R. Motor Vehicles or Equipment and Accessories**

Insuring Agreements **C.** and **D.** do not cover loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**S. Transfer or Surrender of Property**

1. Insuring Agreements **C.** and **D.** do not cover loss of or damage to property after it has been transferred or surrendered to a person or place outside the **premises** or **banking premises**:
  - a. On the basis of unauthorized instructions;
  - b. As a result of a threat to do bodily harm to any person;
  - c. As a result of a threat to do damage to any property;
  - d. As a result of a threat to introduce a denial of service attack into your computer system;
  - e. As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
  - f. As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - g. As a result of a threat to disseminate, divulge or utilize:
    - (1) Your confidential information; or
    - (2) Weaknesses in the source code within your computer system.
2. But, this Exclusion does not apply under Insuring Agreement **D.** to loss of **money, securities** or **other property** while outside the **premises** in the care and custody of a **messenger** if you:
  - a. Had no knowledge of any threat at the time the conveyance began; or
  - b. Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**T. Vandalism**

Insuring Agreements **C.** and **D.** do not cover loss from damage to the **premises** or its exterior, or to any safe, vault, cash register, cash box, cash drawer or **other property** by vandalism or malicious mischief.

**U. Voluntary Parting of Title to or Possession of Property**

Insuring Agreements **C.** and **D.** do not cover loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

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**SECTION IV - LIMIT OF INSURANCE**

- A.** The most we will pay for all loss resulting directly from an **occurrence** is the applicable Limit of Insurance shown in the Declarations.
- B.** If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.
- C.** The Limits of Insurance stated in the Declarations are the most we will pay for all loss under any one Insuring Agreement or Coverage in any one **policy year**, regardless of the number of **occurrences**.

The Limits of Insurance of this Coverage Part apply separately to each **policy year**.

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**SECTION V - DEDUCTIBLE**

- A.** We will not pay for loss resulting directly from an **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
- B.** In the event this insurance applies on an excess basis per Paragraph **b.(3)** in Condition **VI.A.11. Other Insurance**, then only the single highest deductible will apply to the loss.

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**SECTION VI - CONDITIONS**

**A. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS**

**1. Additional Premises or Employees**

If, while this insurance is in force, you establish any additional **premises** or hire additional **employees**, other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such **premises** and **employees** shall automatically be covered under this insurance. Notice to us of an increase in the number of **premises** or **employees** need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Common Policy Declarations.

**2. Concealment, Misrepresentation or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a.** This insurance;
- b.** The property covered under this insurance;
- c.** Your interest in the property covered under this insurance; or
- d.** A claim under this insurance.

**3. Consolidation - Merger or Acquisition**

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- a.** You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or

acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- b. For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all **occurrences** causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

#### 4. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

#### 5. Duties in the Event of Loss

After you **discover** a loss or a situation that may result in loss of or damage to **money, securities or other property** you must:

- a. Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.** or **B.**) involves a violation of law, you must also notify the local law enforcement authorities.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

#### 6. Employee Benefit Plans

- a. The **employee benefit plans** (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.**
- b. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- c. With respect to loss sustained or **discovered** by any such Plan, Insuring Agreement **A.** is replaced by the following:

We will pay for loss of or damage to **funds** and **other property** resulting directly from fraudulent or dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

- d. If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- e. If two or more Plans are insured under this insurance, any payment we make for loss:
  - (1) Sustained by two or more Plans; or
  - (2) Of commingled **funds** or **other property** of two or more Plans;

resulting directly from an **occurrence** will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

- f. The Deductible Amount applicable to Insuring Agreement **A.** does not apply to loss sustained by any Plan.

#### 7. Extended Period to Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is **discovered** by you:



- a. No later than 60 days from the date of that cancellation. However, this extended period to **discover** loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than 1 year from the date of that cancellation with regard to any **employee benefit plans**.

#### 8. Joint Insured

- a. If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured, or partner, **member** or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An **employee** of any Insured is considered to be an **employee** of every Insured.
- d. If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is **discovered** by you:
  - (1) No later than 60 days from the date of that cancellation. However, this extended period to **discover** loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
  - (2) No later than 1 year from the date of that cancellation with regard to any **employee benefit plans**.
- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- f. Payment by us to the first Named Insured for loss sustained by any Insured, other than an **employee benefit plan**, shall fully release us on account of such loss.

#### 9. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance;
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you **discovered** the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### 10. Liberalization

If we adopt any revision that would broaden the coverage under this insurance and would be effective during the Policy Period without additional premium, the broadened coverage will immediately apply to this insurance as of the latter of:

- a. The date we implemented the change in the headquarters state which is the basis upon which the policy was issued; or
- b. The date the applicable Coverage Part became effective.

#### 11. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

- a. Primary Insurance:

When this insurance is written as primary insurance, and:

- (1) You have other insurance subject to the same terms and conditions as this insurance, issued by an insurer other than us or an insurer affiliated with us, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (2) You have other insurance, issued by an insurer other than us or an insurer affiliated with us, covering the same loss other than that described in Paragraph **a.(1)**, we will only pay for the amount of loss that exceeds:
  - (a) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
  - (b) The Deductible Amount shown in the Declarations;
 whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**b. Excess Insurance:**

- (1) When this insurance is written excess over other insurance issued by an insurer other than us or an insurer affiliated with us, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (2) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance issued by an insurer other than us or an insurer affiliated with us, plus any Deductible Amount applicable to that other insurance.
- (3) This insurance is excess of, and applies in addition to, any similar or identical insurance coverage provided by any other Coverage Part forming a part of the policy of insurance of which this Coverage Part forms a component. However, this insurance will not apply to that part of a loss falling within any deductible amount.

Paragraph **(3)** above supersedes any competing Other Insurance Condition contained in any other Coverage Part issued by us.

**12. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- a. That you own or lease; or
- b. That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**13. Policy Bridge - Discovery Replacing Loss Sustained**

- a. If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:
  - (1) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is **discovered** by you during the extended period to **discover** loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.
  - (2) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.
- b. The Other Insurance Condition **VI.A.11.** does not apply to this Condition.

**14. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

## 15. Recoveries

- a. Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:
- (1) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
  - (2) Second, to us in satisfaction of amounts paid in settlement of your claim;
  - (3) Third, to you in satisfaction of any Deductible Amount; and
  - (4) Fourth, to you in satisfaction of any loss not covered under this insurance.
- b. Recoveries do not include any recovery:
- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (2) Of original **securities** after duplicates of them have been issued.

## 16. Territory

This insurance covers loss that you sustain resulting directly from an **occurrence** taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

## 17. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

## 18. Valuation - Settlement

- a. The value of any loss for purposes of coverage under this policy shall be determined as follows:
- (1) Loss of **money** but only up to and including its face value. We will, at your option, pay for loss of **money** issued by any country other than the United States of America:
    - (a) At face value in the **money** issued by that country; or
    - (b) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was **discovered**.
  - (2) Loss of **securities** but only up to and including their value at the close of business on the day the loss was **discovered**. We may, at our option:
    - (a) Pay the market value of such **securities** or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **securities**; or
    - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - 1) Market value of the **securities** at the close of business on the day the loss was **discovered**; or
      - 2) The Limit of Insurance applicable to the **securities**.
  - (3) Loss of or damage to **other property** or loss from damage to the **premises** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
    - (a) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
    - (b) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
    - (c) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **18.a.(3)(a)** through **18.a.(3)(c)**, we will not pay on a replacement cost basis for any loss or damage:

- 1) Until the lost or damaged property is actually repaired or replaced; and
- 2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- b. We will, at your option, settle loss or damage to property other than **money**:
  - (1) In the **money** of the country in which the loss or damage occurred; or
  - (2) In the United States of America dollar equivalent of the **money** of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was **discovered**.
- c. Any property that we pay for or replace becomes our property.

#### 19. Changes in This Coverage Part

No change or modification of, or assignment of interest under this Coverage Part shall be effective except when made by us through a written endorsement to this policy.

### B. CONDITIONS APPLICABLE TO INSURING AGREEMENT A.

#### 1. Termination as to Any Employee

This Insuring Agreement terminates as to any **employee**:

- a. As soon as:
  - (1) You; or
  - (2) Any of your partners, **members, managers**, officers, directors or trustees not in collusion with the **employee**;  
  
learn of **theft** or any other dishonest act committed by the **employee** whether before or after becoming employed by you.
- b. On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 2. Territory

We will pay for loss caused by any **employee** while temporarily outside the territory specified in the Territory Condition **VI.A.16.** for a period of not more than 90 consecutive days.

### C. CONDITIONS APPLICABLE TO INSURING AGREEMENT B.

#### 1. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **B.**

#### 2. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

#### 3. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

#### 4. Territory

We will cover loss that you sustain resulting directly from an **occurrence** taking place anywhere in the world. Territory Condition **VI.A.16.** does not apply to Insuring Agreement **B.**

### D. CONDITIONS APPLICABLE TO INSURING AGREEMENT D.

#### 1. Armored Motor Vehicle Companies

Under Insuring Agreement **D.**, we will only pay for the amount of loss you cannot recover:

- a.** Under your contract with the armored motor vehicle company; and
- b.** From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**2.** Special Limit of Insurance for Specified Property

We will only pay up to the lesser of \$5,000 or the Limit of insurance for any one **occurrence** of loss of or damage to:

- a.** Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
  - b.** Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GEORGIA CHANGES -  
CRIME COVERAGE**

This endorsement modifies insurance provided under the following:

**CRIME COVERAGE  
CRIME EXPANDED COVERAGE (XC®)**

**A.** The Concealment, Misrepresentation or Fraud Condition is replaced by the following:

Concealment, Misrepresentation or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured, at any time, and relating to coverage under this insurance.

All other provisions of the policy remain unchanged except as herein expressly modified.