I. Introductory Notices

THIS INSURANCE POLICY **(HEREINAFTER REFERRED TO AS THE "POLICY")** PROVIDES COVERAGE ON AN EXCESS AND DIFFERENCE IN CONDITIONS BASIS. **COVERAGE IS EXCESS OF THE COVERAGE PROVIDED BY THE INSURED'S** LAWYERS PROFESSIONAL LIABILITY POLICIES.

THE THIRD-PARTY LIABILITY COVERAGE PROVIDED BY INSURING AGREEMENTS B AND C ARE WRITTEN ON A CLAIMS-MADE BASIS AND ONLY COVER CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO US IN ACCORDANCE WITH SECTION VI.D OF THIS POLICY. THIS POLICY PROVIDES NO COVERAGE FOR CLAIMS, CIRCUMSTANCES THAT COULD REASONABLY BE THE BASIS FOR A CLAIM, OR FIRST-PARTY EVENTS, FIRST OCCURRING PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY DECLARATIONS.

AMOUNTS INCURRED AS CLAIMS EXPENSE UNDER THIS POLICY WILL REDUCE AND MAY COMPLETELY EXHAUST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLES.

The coverage provided by this Policy is subject to Limits of Insurance, Deductibles, Definitions, Exclusions, Conditions, and other terms set out below. Various provisions in this Policy restrict coverage. Words and phrases that appear in bold print have special meanings and are defined in Section IV of the Policy. Please read the entire Policy carefully.

In consideration of the payment of the premium, in reliance on the statements in the application, and subject to the Declarations and all other terms and conditions of this Policy, we agree with the insureds as follows:

II. Insuring Agreements

A. Incident Response and Crisis Communications Costs

We will pay on behalf of the insured organization for incident response expense in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of a:

1. data breach;
2. computer system disruption;
3. data loss;
4. cyber theft; or
5. cyber extortion and ransomware event,

first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

B. Network Security, Privacy, and Data Breach Liability

We will pay on behalf of the insured for all damages and claims expense in excess of the Deductible and within the Limits of Insurance, which the insured is legally obligated to pay because of any claim arising out of a wrongful act committed by an insured, or any individual or organization for whose wrongful act the insured organization is legally responsible, but only if the claim:

1. is first made against an insured during the policy period or any Extended Reporting Period (if applicable); and
2. arises out of a wrongful act committed on or after the retroactive date and before the end of the policy period; and
3. is reported to us pursuant to Section VI.D of this Policy.

C. Multimedia Publishing Liability

We will pay on behalf of the insured for all damages and claims expense in excess of the Deductible and within the Limits of Insurance, which the insured is legally obligated to pay because of any claim arising out of a wrongful act committed in the course of media activities by an insured, or any individual or organization for whose wrongful act the insured organization is legally responsible, but only if the claim:

1. is first made against an insured during the policy period or any Extended Reporting Period (if applicable); and
2. arises out of a wrongful act committed on or after the retroactive date and before the end of the policy period; and
3. is reported to us pursuant to Section VI.D of this Policy.

D. Electronic Data Restoration and Bricking Recovery Costs

We will pay on behalf of the insured organization for restoration expense and special expense, in excess of the Deductible and within the Limits of Insurance, which are incurred as a result of data loss from a covered cause of loss first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

E. Business Interruption and Extra Expense

We will reimburse the insured organization for income loss, extra expense, and special expense, which are:

1. in excess of the Deductible and within the Limits of Insurance; and
2. incurred after the waiting period and during the period of restoration and extended interruption period (if applicable); and
3. incurred as a result of a computer system disruption from a covered cause of loss; and
4. first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

F. Reputational Injury Recovery

We will reimburse the insured organization for income loss, brand damage mitigation expense, and special expense, which are:

1. in excess of the Deductible and within the Limits of Insurance; and
2. incurred after the waiting period and during the period of indemnity; and
3. incurred as a result of a reputational injury event; and
4. first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

G. Cyber Theft and Funds Transfer Fraud

We will reimburse the insured organization for financial loss in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of cyber theft first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

H. Cyber Extortion and Ransomware Loss

We will reimburse the insured organization for extortion expense and extortion loss in excess of the Deductible and within the Limit of Insurance, which are incurred as a result of a cyber extortion and ransomware event first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

I. Employee Identity Restoration
We will reimburse the insured organization for identity restoration expense in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of an identity theft event first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

J. Mobile Device Theft and Physical Damage
We will reimburse the insured organization for mobile device restoration expense in excess of the Deductible and within the Limits of Insurance, which is incurred by the insured organization as a result of mobile device loss first discovered by a member of the control group during the policy period and reported to us pursuant to Section VI.D of this Policy.

III. Defense, Investigation, and Settlement of Claims and First-Party Events

A. If the **insured's** lawyers professional liability policies do not provide the insured with a defense or indemnification of a claim or a portion thereof, we have the right and duty to defend the claim against the insured even if such claim is groundless, false, or fraudulent. When we defend a claim, defense counsel will be mutually agreed to by the named insured and us, but in the absence of such agreement, our decision will be final. Our right and duty to defend the insured under this Policy ends when:
1. the defense or indemnification of such claim is accepted by the insurers of the **insured's lawyers** professional liability policies as set forth in Section VI.H of this Policy;
2. the applicable Limit of Insurance has been exhausted by payments of first-party loss, damages, or claims expense; or
3. a court of competent jurisdiction finds we owe no duty to the insured.

B. We have the right to make any investigation we deem necessary, including without limitation, any investigation with respect to a first-party event, claim, circumstance that could reasonably be the basis for a claim, the application, and with respect to potential coverage under this Policy.

C. No insured may admit liability, make any payment (except at the insured's own cost), assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any claim or first-party event without our prior written consent. However, we agree that:
1. a prompt public admission of a data breach that the insured reasonably believes is required by privacy laws, professional rules of conduct, or credit card association operating requirements will not be considered as an admission of liability requiring our prior written consent;
2. our consent is not required for claims expense incurred within the Deductible;
3. the named insured may settle any claim where the damages and claims expense combined do not exceed the Deductible, but only if the entire claim is resolved and all insureds receive a full release from all claimants; and
4. the named insured may incur extortion expense without our prior written consent, but only if circumstances make obtaining our prior written consent impractical and the insured notifies us as soon as reasonably practicable. No insured may incur any extortion loss without our prior written consent.

D. We will not settle any claim without the **insured's** prior written consent. However, if the insured refuses to consent to any settlement or compromise recommended by us, which is also acceptable to the claimant, and then elects to contest the claim, our liability for any damages and claims expense will not exceed:

1. the amount for which the claim could have been settled, less the Deductible, plus the claims expense incurred up to the time of such refusal; and
2. sixty percent (60%) of any damages and claims expense incurred after the date such settlement or compromise was refused by the insured,

or the applicable Limit of Insurance, whichever is less.

IV. Definitions

Whether expressed in the singular or plural, whenever appearing in bold typeface in this Policy, the following terms have the meanings set forth below.

A. Additional insured means any individual or organization the insured organization has expressly agreed in a written contract to add as an "additional insured" to this Policy for the coverage under Insuring Agreements B and C solely for its vicarious liability for the acts, errors, or omissions of the insured organization, but only if such written contract is in effect prior to the commission of a wrongful act. All coverage for additional insureds under this Policy is subject to the following additional terms and conditions.

1. Coverage for additional insureds is limited to vicarious liability of such individuals or organizations, including claims expense and damages, due to claims otherwise covered by this Policy solely arising out of a wrongful act committed by the insured organization. No additional insured is covered under this Policy for any claims arising out of wrongful acts committed by any individual or organization other than the insured organization.

2. Coverage for additional insureds is provided only to the same extent the insured organization would have been liable and coverage under Insuring Agreements B and C would have been afforded to the insured organization under the terms and conditions of this Policy had such claim been made against the insured organization.

3. Coverage for any claim is limited to that part of claims expenses and damages which are in excess of the applicable Deductible and within the limit of insurance coverage required by such written contract or the Limits of Insurance provided by this Policy, whichever is less.

4. As a condition precedent to coverage under this Policy, additional insureds must:
   i. abide by all of the Policy's terms and conditions;
   ii. accept and abide by the decisions of the named insured with regard to the handling and resolving of any claim and all other matters pertaining to the insurance afforded by the Policy.

5. Before we indemnify any additional insured they must:
   i. fully comply with Section VI.D of the Policy as if they were the insured organization; and
   ii. prove to us that the claim arose solely out of wrongful act committed by the insured organization.

B. Adverse media report means a communication of an actual or potential wrongful act or covered cause of loss, which has been publicized through any public media channel and threatens material harm to the reputation of the insured organization.

C. Application means every insurance application, any attachments or supplements to such applications, other written materials submitted therewith or incorporated therein, and any other documents, including any:

1. no known loss letters, warranty letters, or similar documents;
2. affirmation of information security controls;
3. confirmation of compliance with the binding subjectivities issued by us; and
4. or similar documents or materials,

which are submitted to us in writing, by email, or through the Shield Up portal (www.shieldupcyber.com), in connection with the underwriting of this Policy before or after the beginning of the policy period. All such applications, attachments, and materials are deemed attached to, incorporated into, and made a part of this Policy.

D. Bodily injury means physical injury, sickness, disease, or death of any person.

E. Brand damage mitigation expense means reasonable and necessary expenses incurred by or on behalf of the insured organization with our prior written consent to repair the **insured organization's** reputation or to avoid or minimize income loss, following a reputational injury event including:
   1. with respect to social media exploitation and review bombing only, the cost of:
      a. creating and issuing a specific press release to notify clients, vendors, and the general public about the social media exploitation or review bombing;
      b. appealing and removing fraudulent reviews or social media content and
      c. public relations expense.
   2. with respect to a customer phishing attack only, the cost of:
      a. creating and issuing a specific press release or establishing a specific website to warn current and prospective customers about the customer phishing attack;
      b. removing the websites designed to impersonate the insured organization; and
      c. public relations expense.
   3. With respect to a wrongful act or covered cause of loss resulting in an adverse media report only, the cost of public relations expense.

   The amount of brand damage mitigation expense incurred must not exceed the lesser of:
      i. the amount by which income loss is reduced by incurring brand damage mitigation expense; or
      ii. the applicable Limit of Insurance.

F. Breach advisory expense means reasonable and necessary fees incurred by or on behalf of the insured organization with our prior written consent for a lawyer, breach coach, or other breach response consultant to:
   1. advise on the applicability and actions necessary to comply with the insured **organization's** ethical, professional, contractual, and regulatory requirements as well as security and privacy breach notification laws;
   2. coordinate any applicable incident investigation and remediation expense, public relations expense, notification expense, or identity theft remediation expense, on behalf of the insured; and
   3. communicate a litigation hold to preserve potential evidence, if applicable.

G. Claim means any:
   1. civil, criminal, disciplinary, licensing board, professional, administrative, or regulatory proceeding (other than an informal inquiry or investigation), against an insured, which is commenced by the filing of a complaint, notice of charges, or similar pleading;
   2. arbitration, mediation, or other alternative dispute resolution proceeding against an insured;
   3. written demand directed at any insured for monetary relief, services, non-monetary or injunctive relief; or

4. request received by an insured to toll or waive a statute of limitations applicable to a claim referenced in Sections IV.G.1-3 of the Policy above,

alleging a wrongful act covered by this Policy.

Claim also means an administrative or regulatory investigation or informal inquiry involving a wrongful act, but only if the named insured provides us with written notice of such investigation pursuant to Section VI.D of this Policy and requests that we treat such informal inquiry or investigation as a claim under this Policy.

A claim is deemed to be made on the earliest date that any member of the control group first receives written notice of such claim, regardless of whether such date is before or during the policy period. However, in the event of a claim that is an investigation or informal inquiry, it will be deemed first made on the date the insured first gave us written notice of such investigation or informal inquiry pursuant to Section VI.D of this Policy, regardless of whether such date is before or during the policy period.

All claims arising out of the same wrongful act or which have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes, will be considered a single claim regardless of the number of events, allegations, claimants, defendants, or causes of action, and will be deemed first made on the date the earliest of such claims is first made, regardless of whether such date is before or during the policy period.

H. Claims expense means and reasonable and necessary:
   1. fees and disbursements charged by a lawyer(s) to defend any claim, but only with our prior written consent;
   2. costs incurred with our prior written consent for responding to a subpoena for documents or witness testimony arising out of a claim, including legal advice, electronic discovery, or document production;
   3. costs of attending any court, tribunal, arbitration, adjudication, mediation, or other hearings in connection with any claim;
   4. premiums for any appeal bond, attachment bond, or similar bond. However, we will have no obligation to apply for or furnish such bond; and
   5. mediation costs, arbitration expenses, expert witness fees, and other fees and expenses resulting from investigation, adjustment, defense, and appeal of a claim, if incurred by us, or by the insured with our prior written consent.

   All claims expenses are part of and not in addition to the Limits of Insurance. Claims expense does not include any salaries, overhead, or other charges incurred by any insured, or for any time spent by the insured in cooperating in the defense and investigation of any first-party event, claim, or circumstance that could reasonably be the basis for a claim under this Policy, except as provided in Section IV.H.3 of the Policy above.

I. Computer system means any computer hardware, software, firmware, communications systems, or electronic devices including, but not limited to:
   1. system software, application software, artificial intelligence technology, and development software;
   2. smartphones, laptops, tablets, wearable devices, servers, cloud infrastructure, and microcontroller; and
   3. any associated input, output, and data storage devices; and
   4. networking equipment and backup facilities.

Computer system also means any of the foregoing that are part of an Industrial Control System (ICS), which are controls, systems, and instrumentation used to operate or automate industrial processes.

J. Computer system disruption means total or partial interruption, impairment, degradation in service, or failure of the **insured's** computer system.

K. Confidential information means any proprietary or private information including but not limited to:
   1. client legal information, evidence, background research and development, legal strategies, expert materials, legal filings, and settlement documents;
   2. tax Identification number, FEIN number, commercial financial information, financial account numbers, and financial transaction histories;
   3. business and competitive information, marketing information, strategies and planning data, research and development data, product data, vendor data, contractor data, and customer information;
   4. information subject to a confidentiality agreement, attorney-client privilege, or attorney-work-product doctrine; and
   5. trade secrets, patent applications, designs, forecasts, formulas, methods, practices, processes, records, or reports,

   which is: (a) in the care, custody, and control of the insured organization; or (b) is in the care, custody, and control of any individual or organization holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting, such information on behalf of the insured organization; and (c) is not available to the general public. However, confidential information does not mean or include personally identifiable non-public information or other property.

L. Control group means the management committee or other governing body of the insured organization.

M. Covered cause of loss means:
   1. any of the following actual or reasonably suspected attacks on the **insured's** computer system committed by anyone other than members of the control group:
      a. hacker attacks, whether specifically targeted or generally distributed, intended to result in unauthorized access to, unauthorized use of, or malicious harm to the **insured's** computer system by any means, including techniques for bypassing technical security or social engineering techniques;
      b. botnet or denial-of-service attacks committed with the intent of degrading or blocking access to the **insured's** computer system;
      c. cyber theft or cyber extortion and ransomware events;
      d. artificial intelligence driven and artificial intelligence targeted attacks on the **insured's computer system**, including but not limited to, data poisoning, LLM attacks, reinforcement learning attacks, prompt injection exploits, and evasion attacks; or
      e. malicious code attacks, whether specifically targeted or generally distributed, designed to corrupt, destroy, impair, or hinder access to electronic data or the **insured's computer system**.

   2. any unintentional act, error, or omission resulting in:
      a. physical damage to or destruction of electronic storage media on the **insured's** computer system resulting in data loss;
      b. physical damage to or destruction of computer hardware in the **insured's computer system** resulting in data loss;
      c. electrostatic build-up and static electricity resulting in data loss;

d. under-voltage, over-voltage, or failure of power supplies under the operational control of the insured organization resulting in data loss;
e. data creation, entry, or modification errors on the **insured's computer system**; or
f. failures in the ongoing operation, administration, upgrading, and maintenance of, the **insured's** computer system.

3. any intentional and reasonably necessary voluntary shutdown of the **insured's** computer system in response to a credible or actual threat of a first-party event or claim, but only if:
   a. a computer system disruption may reasonably be expected in the absence of such voluntary shutdown; and
   b. such voluntary shutdown serves to mitigate, reduce, or avoid claims expense, damages, or first-party loss.

All covered causes of loss which have as a common nexus any fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes will be considered a single covered cause of loss and will be deemed to have occurred on the date the earliest of such covered cause of loss is deemed to have occurred.

N. Customer phishing attack means fraudulent e-mail, websites, or other electronic communications designed to impersonate the insured organization and fraudulently induce current or prospective customers to reveal personally identifiable non-public information or confidential information.

O. Cyber extortion and ransomware event means a credible threat or series of credible threats made by anyone other than a member of the control group to:
   1. release, divulge, disseminate, destroy, or use personally identifiable non-public information or confidential information; or
   2. introduce malicious code into the **insured's computer system**; or
   3. corrupt, destroy, impair, encrypt, or hinder access to the **insured's computer system**,

   unless a demand for money, securities, or other property is satisfied.

P. Cyber operation means use of a computer system by or on behalf of a state to disrupt, deny, degrade, manipulate, or destroy information in a computer system of or in another state.

Q. Cyber theft means financial loss incurred as a direct result of:
   1. Fraudulent Funds Transfer
      The electronic transfer of money or securities from bank, escrow, or securities accounts, which are:
      a. property of the insured organization; or
      b. under the trust and control of the insured organization,

      by an officer, director, principal, partner, member, principal, stockholder, owner, or employee of the insured organization, in good faith, to an unintended third party in reasonable reliance on fraudulent or deceptive communications from a third party which directs the insured organization to electronically transfer money or securities to a third party under false pretenses. However, if the details of the electronic transfer instructions are new or changed from previous instructions the insured organization has on record, the insured organization must first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the money or securities.

Even if other events or perils contribute concurrently or in any other sequence to a cyber theft, the insured organization must always verify any new or changed electronic transfer instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the money or securities.

2. Account Takeover
   The theft of money or securities from bank, escrow, or securities accounts that are:
   a. property of the insured organization; or
   b. or under the trust and control of the insured organization,

   as a result of fraudulent or deceptive electronic, telegraphic, cable, teletype, facsimile, or telephone instructions (other than forgery), from a third party impersonating an insured, issued to a financial institution directing such institution to transfer, pay, or deliver money or securities from any account maintained by such insured at such institution, without such **Insured's** knowledge or consent. No coverage will be available for financial loss resulting from any theft of money or securities approved by any insured, or arising out of any fraudulent or deceptive communications received by or involving any insured.

3. Utility theft and Invoice manipulation
   The unauthorized access to or unauthorized use of the **insured's computer system** or telephone system by a third party, in order to:
   a. steal telephone service, computing resources, or bandwidth; or
   b. induce the **insured organization's** clients or vendors to transfer, pay, or deliver, money, securities, or other property to an unintended third party under false pretenses by impersonating the insured organization. However, the insured organization may not compensate or reimburse such clients or vendors for money, securities, or other property, that are transferred, paid, or delivered to an unintended third party impersonating the insured organization, without our prior written consent. We will only consent to reasonable and necessary amounts that reduce income loss, restoration expense, claims expense, and damages.

However, cyber theft does not mean or include any financial loss arising out of or resulting from any:
i. valid, invalid, or forged checks, including the cashing of checks written by anyone;
ii. money or securities transferred by the insured pursuant to new or changed electronic transfer instructions, if the insured organization failed to first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such transfer, prior to transferring the money or securities; or
iii. valid, invalid, or fraudulent credit card charges including any resulting credit card chargebacks.

R. Damages mean any amount an insured becomes legally obligated to pay due to a judgment, award, settlement, or the like, rendered against such insured on account of any claim including but not limited to:
   1. pre-judgment interest and post-judgment interest;
   2. actual, statutory, punitive, exemplary, and multiplied damages, where insurable by law;
   3. fines, penalties, or consumer redress funds, where insurable by law;
   4. plaintiff attorney's fees and expense included as part of a judgment, award, or settlement;
   5. fees and expenses to implement a Corrective Action Plan, which the insured organization is required to implement by the Federal Trade Commission or the Office for Civil Rights as part of a Resolution

Agreement, but only where such Corrective Action Plan is the result of a violation of privacy rules due to a data breach;

6. fines, penalties, assessments, fraud recoveries, card re-issuance costs, chargebacks, and operational reimbursements, which the insured is obligated to pay under the terms of a Card Brand or Merchant Services Agreement as a result of the **insured's** noncompliance with PCI-DSS or similar standards due to a data breach;
7. liquidated damages to the extent that they do not exceed the amount the insured would have been liable for in the absence of the liquidated damages agreement.

In determining the insurability of any damages listed in this definition, the law of the jurisdiction most favorable to the insurability of such damages which has a substantial relationship to the insured, this Policy, us, or the claim giving rise to such damages, will apply. If the named insured presents a good faith argument in writing, including but not limited to a written opinion of counsel, that any such damages, fines, penalties, sanctions, or other amounts are insurable under applicable law, we will not challenge that determination.

However, damages do not mean or include:

a. the **insured's** future royalties or future profits, restitution, disgorgement of profits by the insured;
b. the **insured's** costs of complying with orders granting injunctive relief;
c. taxes, loss of tax benefits, or sanctions assessed against any insured;
d. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided; or
e. any amounts for which the insured is not liable, or for which there is no legal recourse against an insured.

For the purposes of the exceptions listed in Sections IV.R.a-e of the Policy (directly above), the term insured does not include any individual or organization added to this Policy as an additional insured.

S. Data breach means actual or reasonably suspected theft of, mysterious disappearance of, unintentional or accidental disclosure of, or unauthorized access to, data, including but not limited to, personally identifiable non-public information or confidential information, which is:
   1. in the care, custody, and control of the insured organization; or
   2. in the care, custody, and control of any individual or organization that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on behalf of the insured organization.

T. Data loss means:
   1. alteration, corruption, distortion, theft, deletion, or destruction of electronic information, software, and firmware on the **insured's computer system**; and
   2. inability to access electronic information, software, and firmware on the **insured's computer system**,

   which is caused by a covered cause of loss.

U. Denial-of-service attack means deliberate overloading of bandwidth connections, websites, web servers, or endpoints by sending substantial quantities of repeat or irrelevant communications, queries, packets, or data with the intent of overwhelming, degrading, or blocking access to computer systems.

V. Digital and internet infrastructure means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2), and Electronic Communications Network

Infrastructure used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

W. Electronic communications network infrastructure means:
   1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
   2. switching or routing equipment; and
   3. other resources, including network elements which are not active,

   which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.

X. Extended interruption period means the period of time that:
   1. begins on the date and time that the period of restoration ends; and
   2. terminates on the date and time the insured restores, or would have restored by exercising reasonable care, the net profit before income taxes the insured organization would have earned directly through business operations had the computer system disruption not occurred.

   However, in no event will the extended interruption period mean more than one hundred and eighty (180) days.

Y. Extortion expense means reasonable and necessary expense incurred by or on behalf of the named insured with our prior written consent for a technical consultant to:
   1. investigate, mitigate, or terminate a cyber extortion and ransomware event; and
   2. mitigate or reduce extortion loss.

   The named insured may incur extortion expense without our prior written consent, but only if circumstances make obtaining prior written consent impractical and the insured notifies us as soon as reasonably practicable.

Z. Extortion loss means reasonable and necessary fees and expenses incurred by or on behalf of the named insured with our prior written consent to terminate a cyber extortion and ransomware event and minimize, reduce, or avoid income loss, restoration expense, claims expense, and damages, including:
   1. money, securities, or other property paid, where legally permissible, to satisfy a demand by an extortionist in conjunction with a cyber extortion and ransomware event; and
   2. crypto wallet services, funds transfer fees, and other fees and expenses for securing and transferring funds or other consideration.

   The amount of extortion loss incurred by the named insured must not exceed the lesser of:
   i. the amount by which income loss, restoration expense, claims expense, and damages, are reduced as a result of payment to terminate the cyber extortion and ransomware event; or
   ii. the applicable Limit of Insurance.

   No insured may incur any extortion loss without our prior written consent.

AA. Extra expense means reasonable and necessary costs and expenses incurred by or on behalf of the insured organization with our prior written consent during the period of restoration to avoid or minimize

the computer system disruption, but only if such expenses are over and above those the insured organization would have incurred had the computer system disruption not occurred.

BB. Financial loss means loss of money, securities, or other property incurred by the insured organization, which is directly caused by cyber theft. However, financial loss does not mean or include:
1. amounts reimbursed by a financial institution;
2. amounts transferred as a result of cyber theft until it is confirmed by the insured **organization's** financial institution that no reimbursement or no further reimbursement is forthcoming;
3. money or securities transferred by an insured pursuant to new or changed electronic transfer instructions, if the insured failed to first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such transfer, prior to transferring the money or securities;
4. amounts lost as a result of valid, invalid, or forged checks, including the cashing of checks written by anyone; or
5. fraudulent credit, debit, or gift card charges, including any resulting credit card chargebacks, fees, or penalties.

CC. Financial Market Infrastructure means securities exchanges, central counterparty clearing houses, and central securities depositories.

DD. First-party event means any:
1. data breach;
2. computer system disruption;
3. data loss;
4. cyber theft;
5. cyber extortion and ransomware event;
6. reputational injury event;
7. identity theft event; and
8. mobile device loss.

All first-party events which have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes, will be considered a single first-party event and will be deemed to have occurred on the date the earliest of such first-party events is deemed to have occurred.

EE. First-party loss means reasonable and necessary:
1. incident response expense;
2. income loss;
3. extra expense;
4. special expense;
5. restoration expense;
6. financial loss;
7. extortion expense;
8. extortion loss;
9. brand damage mitigation expense;
10. identity restoration expense; and
11. mobile device restoration expense,

which are incurred by or on behalf of the insured organization with our prior written consent as a result of a first-party event.

FF. Identity restoration expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent to:

1. offer credit protection, identity protection, and identity restoration services to an identity theft insured following an identity theft event, including:
   a. credit monitoring, credit reports, credit freezing, credit thawing, healthcare record monitoring, identity monitoring, social media monitoring, dark web monitoring, and fraud alerts;
   b. credit restoration, fraud consultation and resolution, identity theft assistance, identity restoration, identity theft insurance, and password management; and
   c. other reasonable and necessary credit and identity protection and restoration services.

2. reimburse an identity theft insured for out-of-pocket expenses incurred as a result of an identity theft event, including:
   a. costs of re-filing applications for loans, grants, or other credit instruments that are rejected solely as a result of an identity theft event;
   b. deductibles or service fees charged by financial institutions as a result of the identity theft event;
   c. cost of notarizing affidavits or other similar documents, long-distance telephone calls, and postage incurred solely to report an identity theft event or to re-establish the integrity of their identity;
   d. fees for an attorney approved by us for the following:
      i. defense of a civil suit brought against an identity theft insured;
      ii. removal of any civil judgment wrongfully entered against an identity theft insured;
      iii. legal assistance for an identity theft insured at an audit or hearing by a governmental agency; and
      iv. defense of any criminal charges brought against an identity theft insured.

      However, we will only pay fees for an attorney to provide the services listed in Sections IV.FF.2.d.i-iv of the Policy (directly above) when such proceedings arise solely from an identity theft event;

   e. actual lost wages for time reasonably and necessarily taken away from work solely as a result of an identity theft event. However, actual lost wages do not include any loss of wages or income due to time off for sick days, time taken away from self-employment, or time off to do tasks that could reasonably have been done during non-working hours;
   f. costs of supervision of children or elderly or infirm relatives or dependents of the identity theft 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 theft insured; and
   g. costs of 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 theft insured.

Identity restoration expense will be provided for a period of up to twelve (12) months from the date the identity theft event is reported to us. However, identity restoration expense does not mean or include:

i. any costs to avoid, prevent, or detect identity theft event or other loss; or
ii. any money, securities, or other property, which are lost or stolen.

GG. Identity theft event means the fraudulent use of information that uniquely identifies an identity theft insured, by someone other than:

1. any insured; or

2. a relative of such identity theft insured,

to commit fraud, including the fraudulent use of such information to establish credit accounts, secure loans, enter into contracts, or in the conduct of crimes.

HH. Identity theft insured means any natural person insured as defined in Sections IV.MM.2-8 of this Policy.

II. Identify theft remediation expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent for credit protection, identity protection, and identity restoration services, which the insured organization is legally obligated to offer or voluntarily offers to affected individuals or organizations in connection with a data breach to remediate reputational damage or to mitigate or avoid a claim, including but not limited to:

1. credit monitoring, credit reports, credit freezing, credit thawing, healthcare record monitoring, identity monitoring, social media monitoring, dark web monitoring, and fraud alerts;
2. credit restoration, fraud consultation and resolution, identity theft assistance, identity restoration, identity theft insurance, and password management; and
3. other reasonable and necessary credit and identity protection and restoration services,

for a period of up to twenty-four (24) months from the date of enrollment in such services, or as required by applicable privacy regulation, but only where affected individuals or organizations enroll in, and redeem, such credit or identity protection or restoration services.

JJ. Incident investigation and remediation expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent for computer forensics, information technology, and information security vendors to investigate and remediate a first-party event, claim, or circumstance that could reasonably be the basis for a claim, including but not limited to:

1. conducting a forensic investigation of the **insured's computer system**:
   a. to determine the existence, source, and scope of a first-party event, claim, or circumstance that could reasonably be the basis for a claim; or
   b. as required by a regulatory body, professional rules of conduct, client contract, or under the terms of a Card Brand or Merchant Services Agreement, including but not limited to a requirement for an independent forensic investigation conducted by a Payment Card Industry Forensic Investigator (PFI).
2. providing initial advice to remediate the impact of a first-party event, claim, or circumstance that could reasonably be the basis for a claim;
3. preserving relevant data for potential electronic discovery and electronic evidence purposes;
4. containing and removing any malicious code discovered on the **insured's** computer system;
5. mitigating a first-party event, claim, or circumstance that could reasonably be the basis for a claim;
6. recertifying the **insured's** computer system to meet PCI-DSS or similar standards following a data breach, but only when required by a regulatory body, client contract, or under the terms of a Card Brand or Merchant Services Agreement; and
7. providing expert witness testimony at any trial or hearing in connection with a claim.

KK. Incident response expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent to investigate, mitigate, or terminate a first-party event, claim, or circumstance that could reasonably be the basis for a claim, including:

1. breach advisory expense;
2. identity theft remediation expense;

3. incident investigation and remediation expense;
4. public relations expense;
5. notification expense; and
6. reward payments.

LL. Income loss means:

1. the net profit before income taxes the insured organization is prevented from earning due to a loss of revenue (including the loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources); or
2. the net loss before income taxes the insured organization is unable to avoid due to a loss of revenue (including loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources); and
3. continuing normal fixed operating expenses incurred by the insured organization, but only to the extent that such continuing normal fixed operating expenses:
   a. must necessarily continue during a period of restoration, extended interruption period, or period of indemnity; and
   b. would have been incurred had a computer system disruption or reputational injury event not occurred.

Income loss does not mean or include variable costs that would have been incurred by the insured organization during the period of restoration but were saved as a result of a computer system disruption or reputational injury event.

The amount of income loss covered by this Policy will be determined in accordance with Section VI.F of this Policy.

MM. Insured means:

1. the insured organization;
2. any past, present, or future officer, director, trustee (other than bankruptcy trustee), of the insured organization, but only while acting within the scope of their duties as such;
3. if the insured organization is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, trustee (other than bankruptcy trustee), member, principal, stockholder, or owner thereof, are insureds, but only while acting within the scope of their duties as such;
4. if the insured organization is a sole proprietorship, then a principal is an insured, but only while acting within the scope of their duties as such;
5. any employed attorney, paralegal, or other employee of the insured organization, including part-time, seasonal, leased, temporary, or contract employees, attorneys, or paralegals, but only while acting within the scope of their duties as such;
6. any unpaid volunteer, intern, or consultant, but only while acting on behalf of or at the direction of, and under control of the insured organization;
7. any lawyer acting as "of counsel" to the insured organization, but only while acting within the scope of their duties as such;
8. any agent or independent contractor, including distributors, licensees, and sub-licensees, but only while acting on behalf of or at the direction of, and under control of, the insured organization;
9. any person who previously qualified as an insured under Sections IV.MM.2–8 of the Policy above prior to the termination of the required relationship with the insured organization, but only with respect to the performance of their duties as such;

10. the estate, heirs, executors, administrators, assigns and legal representatives of any insured, in the event of such insureds death, incapacity, insolvency, or bankruptcy, but only to the extent that such insured would otherwise be provided coverage under this Policy;
11. the lawful spouse, including any natural person qualifying as a domestic partner of any insured, but only for their vicarious liability due to claims which are a result of a wrongful act committed by any insured listed in Sections IV.MM.2-9 above; and
12. any additional insured, but only for their vicarious liability due to claims which are a result of a wrongful act committed by any insured listed in Sections IV.MM.1-9 above.

NN. **Insured's** computer system means:
1. any computer system that is:
   a. operated by and either owned, rented, or leased by the insured organization; or
   b. operated by third parties and used for information technology or telecommunication services, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the insured organization.
2. mobile or handheld devices, smartphones, tablets, laptops, or other computer hardware or firmware and componentry thereof, which are:
   a. owned, rented, or leased by a natural person insured; and
   b. used by such natural person insured in the performance of their duties for the insured organization.
3. cloud-based audio and video conferencing services used by the insured organization in the course of business activities.

OO. **Insured's l**awyers professional liability policies mean any primary and excess legal malpractice, cyber risk, and management liability insurance policies maintained by the insured organization, including but not limited to, any policy scheduled in Item 12 of the Declarations. The insured's lawyers professional liability policies also include any primary or excess legal malpractice insurance, cyber risk, and management liability insurance policies maintained by the insured organization that:
1. become effective during the policy period; and
2. are direct renewals or replacements of the policies in force on the inception date of this Policy.

PP. Insured organization means the named insured and any subsidiary.

QQ. Malicious code means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, malware, spyware, Trojan horses, worms, logic bombs, ransomware, and mutations of any of the preceding.

RR. Media activities mean the gathering, collection, creation, preparation, printing, production, serialization, exhibition, performance, release, display, publication, broadcast, or distribution of media material by or on behalf of the insured. However, media activities do not mean or include any design, manufacturing, branding, marketing, advertising, distribution, or sale of the **insured organization's** products or services.

SS. Media material means the content of any publication of any kind, regardless of the nature or form of such media material or the medium by which such media material is communicated, including but not limited to written, printed, video, electronic, or digital, or digitized communication of language, data, facts, fiction, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.

TT. Mobile device loss means direct physical damage to or theft of the **insured organization's** laptops, tablets, and similar portable computer devices and their accessories, including while in transit, due to intentional and malicious acts of a third party.

UU. Mobile device restoration expense means reasonable and necessary expense incurred by or on behalf of the insured organization with our prior written consent to repair or replace the **insured organization's** laptops, tablets, and similar portable computer devices and their accessories following a mobile device loss. The amount of mobile device restoration expense will be determined in accordance with Section VI.F of this Policy. However, mobile device restoration expense does not mean or include any expenses for software licenses.

VV. Money means a medium of exchange in current use recognized, authorized, or adopted by a domestic or foreign government, including but not limited to:

1. currency (including cryptocurrency), coins, and banknotes in current use and having a face value;
2. traveler's checks;
3. registered checks and money orders held for sale to the public; and
4. electronic cash equivalents.

However, money does not mean or include securities or other property.

WW. Named insured means the individual or legal entity(s) shown in Item 2 of the Declarations.

XX. Notification expense means reasonable and necessary fees or expenses incurred by or on behalf of the insured organization with our prior written consent to notify and communicate with individuals or organizations in connection with a data breach or a cyber extortion and ransomware event, which the insured organization is legally obligated to provide or voluntarily provides to mitigate harm to the insured organization's reputation or to mitigate or avoid a claim, including but not limited to:

1. notifying any appropriate governmental, regulatory, law enforcement, professional, or statutory bodies, including any State Attorney General, the Office for Civil Rights (OCR), Attorney Registration and Disciplinary Commission (ARDC), State Bar Associations, or any other appropriate domestic or foreign governmental, regulatory, law enforcement, professional or statutory body;
2. drafting, printing, assembling, and mailing notification letters to affected individuals or organizations, including address verification, language translation, and postage;
3. providing substitute notice, website notice, or e-mail notification; and
4. deploying a call center to manage inbound and outbound calls concerning the data breach or cyber extortion and ransomware event, including script development, staff training, and coordination with credit and identity protection and restoration service providers.

YY. Other property means any tangible property other than money or securities that have intrinsic value. However, other property does not mean or include confidential information or personally identifiable non-public information.

ZZ. Period of indemnity means the period of time that:

1. begins on the specific date and time after a reputational injury event first occurs; and
2. ends on the specific date and time the **insured organization's** net profit or loss before income taxes, which would have been earned directly through business operations had the reputational injury event not occurred, is restored, or would have been restored had the insured acted with reasonable care.

However, in no event may the period of indemnity exceed one hundred and eighty (180) days.

AAA. Period of restoration means the period of time that:

1. begins on the specific date and time the computer system disruption first occurs; and
2. ends on the specific date and time the computer system disruption ends, or would have ended had the insured organization or a third party transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the insured organization (if applicable), acted with reasonable care.

However, in no event may the period of restoration exceed one hundred and eighty (180) days. The end of the computer system disruption will not end the period of restoration if another computer system disruption occurs within twelve (12) hours of such restoration due to the same cause as the original computer system disruption.

BBB. Personally identifiable non-public information means information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified, including but not limited to:

1. information that can be used to distinguish or trace a natural person's identity, including an individual's name, address, telephone number, social security number, date and place of birth, mother's maiden name, driver's license number, state identification number, biometric information, and biometric identifiers;
2. information that is linked or linkable to a natural person, including an individual's protected health information, educational information, employment information, credit or debit card numbers, other financial account information, email address, account histories, passwords, and security codes;
3. information about natural persons collected using technological tracking tools including Meta Pixel, Google Analytics, Adobe Analytics, Mixpanel, Matomo, Clicky, Fathom, HubSpot, Segment, Emarsys, and NaviStone; or
4. other non-public personal information as defined in local, state, federal, foreign, or international law relating to:
    a. the collection, control, security, use, or disposal of private information;
    b. identity theft protection; and
    c. notification of actual or possible privacy breaches,

which is: (i) in the care, custody, and control of the insured organization; or (ii) in the care, custody, and control of any individual or organization holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting, such information on behalf of the insured organization; and (iii) is not available to the general public. However, personally identifiable non-public information does not mean or include confidential information or other property.

CCC. Policy period means the period of time between the inception date listed in Item 4 of the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Extended Reporting Period or any prior policy period or renewal period.

DDD. Property damage means injury to, impairment, destruction, corruption, or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured, or destroyed. For the purposes of this definition, electronic data will not be considered tangible property.

EEE. Public relations expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent to hire a public relations firm to design, implement, and execute a public relations campaign to avert or mitigate material harm to the insured **organization's** reputation, which results from, or reasonably could result from, a data breach, cyber extortion and ransomware event, or a reputational injury event.

FFF. Reputational injury event means any:
1. adverse media report;
2. review bombing;
3. social media exploitation; or
4. customer phishing attack.

GGG. Restoration expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent for:
1. employees, external consultants, vendors, contractors, or advisors to repair, replace, retrieve, recreate, or restore information, software, or firmware on the **insured's computer system** to the same state and with the same contents immediately before the data loss occurred;

2. repair or replacement of computer hardware owned or leased by the insured organization, but only when such computer hardware is rendered totally inoperable solely due to a covered cause of loss without being physically damaged or destroyed. Computer hardware will be deemed to be totally inoperable if:
   a. functionality cannot be restored after reasonable efforts have been made; or
   b. the cost to replace it is less than the cost to restore it to a level of functionality that is equivalent to the level that existed immediately before the covered cause of loss occurred.

The amount of restoration expense covered by this Policy will be determined in accordance with Section VI.F of this Policy.

Restoration expense does not mean or include:
i. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software, or firmware on the **insured's** computer system to a level beyond that which existed prior to the data loss. However, this will not apply to improvements derived from information, software, or firmware that is commercially equivalent to that which was damaged or lost;
ii. patching or remediating vulnerabilities in software or firmware on the **insured's** computer system;
iii. the economic or market value of information, software, or firmware on the **insured's** computer system; or
iv. repairing or replacing any tangible property including computer hardware of any kind, unless such hardware is rendered totally inoperable solely due to a covered cause of loss without being physically damaged or destroyed.

HHH. Retroactive date means the date specified in Item 7 of the Declarations.

III. Review bombing means a malicious electronic campaign to harm the **insured organization's** reputation by posting numerous fraudulent negative reviews online.

JJJ. Reward payments mean a reasonable and necessary amount of money offered and paid by or on behalf of the insured organization with our prior written consent for information that leads to the arrest and conviction of an individual(s) committing or trying to commit any illegal act related to any coverage under

this Policy. However, reward payments do not mean or include any amount based upon information provided by any insured, the i**nsured's** auditors, or any individual hired or retained to investigate illegal acts. All reward payments offered pursuant to this Policy must expire no later than 6 months following the end of the policy period.

KKK. Securities mean all negotiable or non-negotiable instruments or contracts representing money or other property. However, securities do not mean or include money or other property.

LLL. Social media exploitation means communication of disinformation through electronic networks, websites, the internet, or electronic mail with the fraudulent or malicious intent to cause material harm to the reputation of the insured organization.

MMM. Special expense means reasonable and necessary fees and expenses incurred by or on behalf of the insured organization with our prior written consent to assist the insured organization in establishing the amount of first-party loss in connection with a first-party event and prepare a proof of loss statement pursuant to Section VI.F of this Policy.

NNN. State means a sovereign state, nation, or country.

OOO. Subsidiary means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of, to appoint, or to designate, a majority of the Board of Directors of a corporation, the management committee of a joint venture, the management board of a limited liability company, or equivalent positions of such entity, are owned or controlled, by the named insured, directly or through one or more subsidiaries;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of, to appoint, or to designate, a majority of the management or executive committee members or equivalent positions of such entity, are owned, or controlled, by the named insured, directly or through one or more subsidiaries;
3. any entity while the named insured has, directly or through one or more subsidiaries, the right pursuant to a written contract, by-laws, charter, operating agreement, or similar documents, to elect, appoint, or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture, the management board of a limited liability company, or equivalent positions of such entity; and
4. by virtue of holding an office or position with the named insured, an insured has the right to:
   a. elect or appoint the general partner or manager or a majority of the directors or trustees;
   b. serve ex officio as general partner or manager or as a director or trustee and represent a majority of the directors or trustees, individually, or collectively with any other ex officio director or trustee or right of such person or persons to elect or appoint any other director or trustee; or
   c. direct any financial or managerial decision-making, whether by operation of law, pursuant to contract or agreement, or pursuant to such entity's charter, articles of association, or by-law provisions.

PPP. Unauthorized access means the gaining of access to the insured's computer system by an unauthorized party.

QQQ. Unauthorized use means the use of the insured's computer system by an unauthorized party or by an authorized person in an unauthorized manner.

RRR. Waiting period means:

1. With respect to Insuring Agreement E, Business Interruption and Extra Expense, waiting period means the period of time that starts when the period of restoration begins and expires after the number of hours set forth in Item 6 of the Declarations have elapsed. A separate waiting period will apply to each period of restoration.
2. With respect to Insuring Agreement F, Reputational Injury, waiting period means the period of time that starts when the period of indemnity begins and expires after the number of hours set forth in Item 6 of the Declarations have elapsed. A separate waiting period will apply to each period of indemnity.

We will not reimburse any insured for income loss, extra expense, brand damage mitigation expense, or special expense incurred during any applicable waiting period, and such income loss, extra expense, special expense, and brand damage mitigation expense incurred during any applicable waiting period will not erode or satisfy the applicable Deductibles.

SSS. War means:

1. the use of physical force by a state against another state or as part of a civil war, rebellion, revolution, insurrection, and/or
2. military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority,

whether war be declared or not.

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

UUU. Wrongful act means:

1. With respect to Insuring Agreement B – Network Security, Privacy and Data Breach Liability only, wrongful act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of business activities by the insured organization or by any individual or organization for whose wrongful act the insured is legally responsible, resulting in:
   a. failure to prevent or hinder a data breach;
   b. failure to prevent or hinder a cyber extortion and ransomware event on the **insured's** computer system;
   c. breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of data as a result of a data breach;
   d. breach of a merchant credit card services agreement due to the insured organization**'s** noncompliance with published PCI-DSS or similar standards and caused by a data breach;
   e. failure to notify, warn, or timely disclose to any individual or organization of the actual or possible loss, disclosure, or theft of personally identifiable non-public information or confidential information;
   f. failure to comply with the **insured organization's** written privacy policy;
   g. failure to prevent or hinder unauthorized access to or unauthorized use of the **insured's** computer system, or the transmission of malicious code, a denial-of-service attack, or any other attack from the **insured's** computer system to a third party's computer system;
   h. the inability of an authorized third party to gain access to the **insured's** computer system or professional legal services due to a computer system disruption;

i. failure to prevent damage to, loss of, or spoilage of, data;
j. failure to:
   i. provide access to;
   ii. rectify errors or inaccuracies in;
   iii. dispose of;
   iv. ensure portability of;
   v. give notice regarding the rectification or erasure of;
   vi. properly inform individuals of their rights to opt-in or opt-out of the **insured organization's** collection of; or
   vii. properly inform individuals of their rights regarding the **insured organization's** collection of,

   personally identifiable non-public information as required by any consumer privacy law;

k. violation of any federal, state, local, foreign, or international statutes, rules, regulations, and other laws in effect now, later enacted, promulgated, or as hereafter amended, establishing legal obligations for:
   i. the security, control, handling, transmission, or disposal of personally identifiable non-public information, confidential information, or publicly available information concerning a uniquely identifiable individual or group of individuals;
   ii. identity theft protection, remediation, or prevention; and
   iii. notification of potential or actual data breaches;

l. infliction of emotional distress or mental anguish, but only when resulting from an otherwise covered wrongful act described in Sections IV.UUU.1.a-k of the Policy above; and

m. violation of the American Bar Association Model Rules of Professional Conduct or applicable state bar Rules of Professional Conduct solely as a result of an otherwise covered wrongful act.

Wrongful act also means an act, error, omission, misstatement, misleading statement, neglect, or breach of duty by a director or officer of the insured organization in the discharge of their duties, which results in one or more of the wrongful acts described in Sections IV.UUU.1.a-k of the Policy above.

2. With respect to Insuring Agreement C – Multimedia Publishing Liability only, wrongful act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of media activities by an insured or by any individual or organization for whose wrongful act the insured is legally responsible:
   a. libel, slander, product disparagement, trade libel, or any other form of defamation or other tort related to disparagement or harm to the reputation, character, or feelings of any individual or organization;
   b. any form of invasion, infringement, or interference with the right to privacy or of publicity, including false light, breach of confidence or confidentiality, public disclosure of private facts, intrusion or commercial appropriation of name, persona, or likeness;
   c. false arrest, detention or imprisonment;
   d. wrongful entry or eviction, trespass, eavesdropping, wireless signal interception, or other invasion of the right of private occupancy;
   e. false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas, or information; and

f. infringement of copyright, mask works, domain name, trade dress, title, or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name.

All wrongful acts which have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes, will be considered a single wrongful act and will be deemed to have occurred on the date the earliest of such wrongful acts is deemed to have occurred. It is agreed, however, that only the portion of such wrongful acts that occur after the inception date of this Policy, or the inception of any Policy issued by us to the named insured of which this Policy is a continuous renewal, whichever is earlier, will be subject to the foregoing sentence. Furthermore, with respect to a subsidiary, only the portion of such wrongful acts that occur after the date such entity qualifies as a subsidiary under this Policy will be subject to the foregoing sentence.

V. Exclusions

This Policy does not cover any damages, claims expense, incident response expense, income loss, extra expense, special expense, restoration expense, financial loss, extortion expense, extortion loss, brand damage mitigation expense, identity restoration expense, or mobile device restoration expense, on account of that part of any first-party event or claim:

A. arising out of or resulting from any deliberate, malicious, fraudulent, dishonest, or intentionally criminal act committed by any insured. Notwithstanding the foregoing, the insurance afforded by this Policy will apply to claims expense incurred in defending any such claim, but will not apply to any damages which the insured might become legally obligated to pay. However, upon the determination by a court, jury, or arbitrator, we will have the right to recover those claims expense incurred from those parties found to have committed criminal, dishonest, fraudulent, or malicious acts.

This exclusion will not apply to any insured that did not personally commit, personally participate in committing, or personally acquiesce to, such conduct. However, this exclusion will apply if a final non-appealable adjudication in a separate or collateral proceeding establishes that any members of the control group in fact engaged in such conduct.

B. brought by any insured against another insured. However, this exclusion will not apply to claims:
   1. brought by an additional insured against the insured organization; or
   2. brought by employees alleging that the **insured organization's** practices allowed third parties who are not employees or independent contractors of the insured organization to gain unauthorized access to employees' or independent contractor's data including but not limited to personally identifiable non-public information or confidential information.

C. for bodily injury or property damage. However, this exclusion does not apply to restoration expense incurred when the insured organization**'s** computer hardware is rendered totally inoperable solely due to a covered cause of loss without being physically damaged or destroyed.

D. arising out of or resulting from any first-party event, claim, or circumstance that could reasonably be the basis for a claim, first occurring prior to the retroactive date.

E. arising out of or resulting from any first-party event, circumstance that could reasonably be the basis for a claim, or wrongful act, first occurring prior to the earlier of:
   1. the inception date of this Policy; or

2. the inception date of any Policy issued by us to the named insured of which this Policy is a continuous renewal,

if a member of the control group knew that such first-party event, circumstance, or wrongful act, could be the basis of a first-party loss or a claim.

F. arising out of or resulting from any first-party event, claim, or circumstance that could reasonably be the basis for a claim, notified prior to the inception date of this Policy to the insurer of any other policy of which this Policy is a direct or indirect renewal or replacement. However, this exclusion will apply only to the extent the insurer of the prior policy accepts such notice as proper notice of a claim or circumstances under its policy.

G. arising out of or resulting from liability assumed by an insured under any contract or agreement. However, this exclusion will not apply to:
   1. any liability or obligation the insured organization would have in the absence of such contract or agreement;
   2. breach of an express, implied, actual, or constructive contract, agreement, agreement, warranty, or guarantee to preserve personally identifiable non-public information or confidential information;
   3. any indemnity in an express, implied, actual, or constructive contract, agreement, warranty, or guarantee with the **insured organization's** clients, vendors, or additional insureds, with respect to any data breach suffered by the insured organization which results in the failure to preserve confidential information or personally identifiable non-public information;
   4. an unintentional breach of the provisions of a confidentiality or non-disclosure agreement due to a data breach suffered by the insured organization;
   5. breach of contract or obligation to provide professional legal services to clients;
   6. breach of a Card Brand or Merchant Services agreement due to a data breach; or
   7. breach of the **insured organization's** written privacy policy.

H. arising out of or resulting from an insured's actual or alleged infringement of any patent or misappropriation of a trade secret. However, this exclusion will not apply to a claim alleging infringement or misappropriation of a patent or trade secret solely due to an actual or alleged data breach.

I. arising out of, alleging, or resulting from any damages, claims expense, first-party loss, or other cost or expense of any kind directly or indirectly occasioned by, happening through, or in consequence of war or a cyber operation. We shall have the burden of proving that this exclusion applies.

J. arising out of or resulting from the insured's actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder, or any similar federal, state, or local law similar to the foregoing, whether such law is statutory, regulatory or common law.

K. arising out of resulting from the **insured's** workplace and employment practices, including claims made by employees or independent contractors of the insured organization arising under workers' compensation laws; or actual or alleged workplace discrimination, harassment, the improper collection and retention of personally identifiable non-public information including biometric data, or any other improper employment-related conduct of any sort. However, this exclusion will not apply to claims by employees alleging that the **insured organization's** practices allowed third parties who are not employees or independent contractors of the insured organization to gain unauthorized access to employees' or independent contractor's data including but not limited to personally identifiable non-public information or confidential information.

L. arising out of or resulting from any insured's actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules and regulations of the Securities Exchange Commission ("SEC"), the securities laws or regulations of any state, or any claim relating to any transaction arising out of, involving, or relating to the insured's purchase or sale or the insureds offer to purchase or sell securities. However, this exclusion does not apply to claims alleging the insured organization violated SEC Regulation S-P (17 C.F.R. §248) or similar rules or regulations promulgated under Securities laws concerning the security, access, or use of a customer's personally identifiable non-public information, which was obtained in the course of a Securities transaction.

M. brought by any entity which:
   1. any insured operates, manages, or controls either directly or indirectly;
   2. any insured has an ownership interest in excess of twenty-five percent (25%);
   3. in which any insured is an officer or director;
   4. operates, manages, or controls the insured organization either directly or indirectly; or
   5. has an ownership interest in the insured organization in excess of twenty-five percent (25%).

   However, this exclusion will not apply to claims brought by employees of such entities arising out of a data breach.

N. arising out of or resulting from the **insured organization's** manufacturing, mining, use, sale, installation, removal, distribution of, or exposure to asbestos, materials or products containing asbestos, or asbestos fibers or dust.

O. directly or indirectly arising out of or resulting from the presence of or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand or order that the insured or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants.

   For the purposes of this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals, and waste; waste includes materials to be recycled, reconditioned or reclaimed.

P. arising out of or resulting from failure, interruption, or malfunction of financial market infrastructure, digital and internet infrastructure, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the insured o**rganization's** direct operational control. This exclusion applies notwithstanding anything to the contrary in this Policy or any Endorsement added to this Policy.

Q. directly or indirectly arising out of or resulting from any actual or alleged:
   1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
   2. radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
   3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
   4. radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or

5. any chemical, biological, bio-chemical or electromagnetic weapon.

R. directly or indirectly arising out of or resulting from regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
   1. irradiation or contamination by "Nuclear Material";
   2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
   3. any device or weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

   For the purposes of this exclusion "Nuclear Material" means:
   a. "Nuclear Fuel";
   b. where the United States Atomic Energy Act of 1954 as amended applies:
      i. special nuclear material; or
      ii. source material; or
      iii. by-product material; as defined in the Atomic Energy Act of 1954 as amended.
   c. where the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof applies:
      i. any material, other than thorium or natural or depleted uranium uncontaminated by significant quantities of fission products, that is capable of releasing energy by a self-sustaining chain process of nuclear fission;
      ii. radioactive material produced in the production or utilization of material referred to in Section V.R.c.1 of this Policy; and
      iii. material made radioactive by exposure to radiation consequential on or incidental to the production or utilization of material referred to in Section V.R.c.1 of this Policy.
   d. in respect of any territory where the United States Atomic Energy Act of 1954 as amended and the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof do not apply, any other radioactive material (including but not limited to radioactive products and waste).

   For the purposes of this exclusion "Nuclear Fuel" means any material, other than natural uranium or depleted uranium, capable of releasing nuclear energy by nuclear fission or otherwise, either alone or in conjunction with any other material.

S. arising out of or resulting from any **insured's** collection, processing, storage, sharing, or sale of personally identifiable non-public information or confidential information that is performed without the knowledge and consent of the individuals whose personally identifiable non-public information or confidential information is collected, stored, processed, shared or sold.

VI. General Conditions

A. Limits of Insurance
   1. Maximum Policy Aggregate Limit of Insurance
      Our maximum liability under all Insuring Agreements for the sum of all damages, claims expense, and first-party loss, on account of all claims and first-party events covered by this Policy, is the Policy Aggregate Limit of Insurance set forth in Item 5 of the Declarations. Our liability under this Policy is limited to a single Policy Aggregate Limit of Insurance regardless of the number of Insuring Agreements purchased under this Policy, the number of claims or first-party events made under this Policy, or the number of insureds covered by this Policy. In the event the Policy Aggregate Limit of Insurance is exhausted, we will have no further liability or obligations under this Policy whatsoever.

2. Aggregate Limit of Insurance for Each Claim or First-Party Event
   Our maximum liability for the sum of all damages, claims expense, and first-party loss, on account of a claim or first-party event or series of related claims or first-party events covered by this Policy is the applicable Each Claim or First-Party Event Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event the Each Claim or First-Party Event Aggregate Limit of Insurance is exhausted, we will have no further liability under the Policy for that claim or first-party event. The Each Claim or First-Party Event Limit of Insurance is part of, not in addition to, the Insuring Agreement Aggregate Limits of Insurance and the Policy Aggregate Limit of Insurance.

3. Aggregate Limit of Insurance for Each Insuring Agreement
   Our maximum liability under each Insuring Agreement for the sum of all damages, claims expense, and first-party loss, on account of all claims and first-party events covered by this Policy is the applicable Insuring Agreement Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event an Insuring Agreement Aggregate Limit of Insurance is exhausted, we will have no further liability under the Policy for that Insuring Agreement. The Insuring Agreement Aggregate Limit of Insurance is part of, not in addition to, the Each Claim or First-Party Event Aggregate Limit of Insurance and the Policy Aggregate Limit of Insurance.

4. Cyber Extortion and Ransomware Events Aggregate Limit of Insurance
   Our maximum liability under all Insuring Agreements for the sum of all damages, claims expense, and first-party loss, on account of all claims and first-party events involving all cyber extortion and ransomware events covered by this Policy, is the Cyber Extortion and Ransomware Event Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event the Cyber Extortion and Ransomware Event Aggregate Limit of Insurance is exhausted, we will have no further liability under the Policy for any claim or first-party event involving a cyber extortion and ransomware event. The Cyber Extortion and Ransomware Aggregate Limit of Insurance is part of, not in addition to, the applicable:
   a. Each Claim or First-Party Event Aggregate Limit of Insurance;
   b. Insuring Agreement Aggregate Limits of Insurance; and
   c. Policy Aggregate Limit of Insurance.

5. Cyber Theft Events Aggregate Limit of Insurance
   Our maximum liability under all Insuring Agreements for the sum of all damages, claims expense, and first-party loss, on account of all claims and first-party events involving all cyber theft covered by this Policy, is the Cyber Theft Events Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event the Cyber Theft Events Aggregate Limit of Insurance is exhausted, we will have no further liability under the Policy for any claim or first-party event involving cyber theft. The Cyber Theft Events Aggregate Limit of Insurance is part of, not in addition to, the applicable:
   a. Each Claim or First-Party Event Aggregate Limit of Insurance;
   b. Insuring Agreement Aggregate Limits of Insurance; and
   c. Policy Aggregate Limit of Insurance.

6. Extended Reporting Periods Limits of Insurance
   The Limit of Insurance for any Extended Reporting Period will be part of, not in addition to, the Policy Aggregate Limit of Insurance.

7. All damages, claims expense, and first-party loss, are part of, not in addition to, the applicable Limit of Insurance shown in Item 5 of the Declarations, and will reduce such applicable Limit of Insurance.

If the applicable Limit of Insurance is exhausted by payment of damages, claims expense, and first-party loss, we will have no further liability under the Policy.

B. Deductibles and Waiting Periods
   1. With respect to all Insuring Agreements:
      a. We will only be liable for that part of first-party loss, claims expense, and damages, which are in excess of the applicable Deductible listed in Item 6 of the Declarations and within the applicable Limits of Insurance listed in Item 5 of the Declarations. Such Deductible must be satisfied in accordance with Section VI.B.1.f of this Policy. Satisfaction of the applicable Deductible is a condition precedent to the payment by us of any amounts covered under the Policy. The Limits of Insurance will not be reduced by the amount of any Deductible.

      b. The Deductible amounts listed in Item 6 of the Declarations apply separately to each claim, circumstance that could reasonably be the basis for a claim, and first-party event, to which this Policy applies.

      c. In the event a single claim, circumstance that could reasonably be the basis for a claim, or first-party event, implicates coverage under:
         i. more than one Insuring Agreement, the applicable Deductibles listed in Item 6 of the Declarations will be applied separately to each part of the first-party loss, claims expense, and damages, but the sum of such Deductibles will not exceed the largest applicable Deductible; or
         ii. more than one Insuring Agreement including coverage under Insuring Agreement E and/or Insuring Agreement F, then:
            1. the applicable waiting periods listed in Item 6 of the Declarations will be applied to any income loss, extra expense, special expense, and brand damage mitigation expense incurred; and
            2. the applicable Deductibles will be applied separately to each part of the first-party loss, claims expense, and damages, but the sum of such Deductibles will not exceed the largest applicable Deductible.

      d. In the event a claim, circumstance that could reasonably be the basis for a claim, or first-party event, arises out of the same, related, or continuing acts, facts, or circumstances, and implicates coverage under:
         i. more than one Insuring Agreement, but not insuring agreement E or F, then only the highest Deductible will apply; or
         ii. more than one Insuring Agreement including coverage under Insuring Agreement E and/or Insuring Agreement F, then the highest applicable Deductible and each applicable waiting period listed in Item 6 of the Declarations will apply.

      e. All claims arising out of the same wrongful act or which have as a common nexus any fact, circumstance, situation, event, transaction, cause, or series of connected facts, situations, events, transactions, or causes will be considered a single claim.

      f. If the self-insured retention or deductible in the **insured's lawyers** professional liability policy is:
         i. less than or equal to the Deductible listed in Item 6 of the Declarations, then the Deductible must be satisfied by payments of claims expense, damages, or first-party loss by the

insured, by the insurers of the **insured's lawyers professional liability policy**, or any combination thereof, which are otherwise covered by this Policy; or

ii. greater than the Deductible listed in Item 6 of the Declarations, then the Deductible must be satisfied by payments by the insured of claims expense, damages, or first-party loss that are otherwise covered by this Policy.

g. Whenever this Policy:
   i. applies specifically in excess of the **insured's** lawyers professional liability policies for a claim or first-party event in accordance with Section VI.H of this Policy; and
   ii. the self-insured retention or deductible in the **insured's lawyers professional liability policy** is equal to the Deductible listed in Item 6 of the Declarations,

   then the Deductible amount listed in Item 6 of the Declarations will not apply to such claim or first-party event. However, in the event such claim or first-party event implicates coverage under Insuring Agreement E and/or Insuring Agreement F, the applicable waiting periods listed in Item 6 of the Declarations will apply to such claim or first-party event.

h. At our sole discretion, we may pay all or part of the applicable Deductibles on behalf of an insured, and in such event, the insureds agree to repay us for any amounts so paid.

2. With respect to Insuring Agreement E and Insuring Agreement F only
   a. We will only be liable for that part of income loss, extra expense, special expense, and brand damage mitigation expense, which:
      i. is incurred after the applicable waiting periods have expired; and
      ii. is in excess of the applicable Deductible and within the Limits of Insurance.

   b. We will not reimburse any insured for income loss, extra expense, brand damage mitigation expense, or special expense incurred during any applicable waiting period, and such income loss, extra expense, special expense, and brand damage mitigation expense incurred during any applicable waiting period will not erode or satisfy the applicable Deductibles.

   c. The waiting periods listed in Item 6 of the Declarations will apply separately to each period of restoration and each period of indemnity (where applicable).

C. Claim Avoidance Extension
We will, at our sole discretion, reimburse the named insured for expenses incurred to mitigate or avoid a first-party event or claim under this Policy arising from circumstances that could reasonably be the basis of a claim reported in accordance with Section VI.D of this Policy. Such expenses are part of, not in addition to the applicable Limit of Insurance, are subject to the Deductible, and must not exceed the amount of first-party loss, claims expense, and damages that would have been covered under this Policy had the claim not been avoided. Any loss payable under this extension does not include any expenses that an insured can recover from others.

D. Reporting of First-Party Events, Claims, and Circumstances
1. When a member of the control group first becomes aware of a claim made against an insured or discovers a first-party event, the insured must notify us in writing through the persons listed in Item 9 of the Declarations as soon as practicable, but in no event later than:
   a. ninety (90) days after the expiration, termination, or cancellation date of this Policy, unless the Policy is canceled for non-payment of premium;

b. the expiration of any Extended Reporting Period, if applicable; or
c. the effective date of cancellation if this Policy is canceled for non-payment of premium.

2. With respect to cyber extortion and ransomware events only, the named insured must notify us immediately once a member of the control group becomes aware of any cyber extortion and ransomware event. Further, no insured may incur extortion loss without our prior written consent.

3. If, during the policy period or any Extended Reporting Period (if applicable), a member of the control group first becomes aware of a specific circumstance that could reasonably give rise to a claim, and an insured gives us written notice through the persons named in Item 9 of the Declarations during the policy period or any Extended Reporting Period, of the:
   a. the circumstance that could reasonably be the basis for a claim;
   b. injury or damage which may result or has resulted from the circumstance; and
   c. facts by which the insured first became aware of the circumstance,

   then any subsequent claim arising out of such circumstance will be deemed to have been made at the time written notice complying with the above requirements was first given to us.

4. A first-party event or claim will be considered to be reported to us when written notice is first given to us through persons named in Item 9 of the Declarations.

5. With respect to Insuring Agreements D, E, F, and J, the named insured must provide a detailed proof of loss statement in accordance with Section VI.F of this Policy as soon as practicable after any member of the control group learns of the covered cause of loss, but in no event later one hundred and twenty (120) days after the insured organization stops incurring first-party loss.

6. If any false or fraudulent claim, circumstance, or first-party event is reported by, consented to, acquiesced to or made with the knowledge of a member of the control group, as regards amount or otherwise, this Policy will become void and all claims hereunder will be forfeited.

E. Extended Reporting Periods
   1. Automatic Extended Reporting Period
      If this Policy is canceled, non-renewed, or otherwise terminated by the named insured or us for any reason other than non-payment of premium, the named insured will have the right following the effective date of such cancellation, non-renewal, or termination to an Automatic Extended Reporting Period of ninety (90) days in which to give us written notice of claims first made against an insured during the Automatic Extended Reporting Period that arise out of wrongful acts actually or allegedly committed on or after the retroactive date and before the end of the policy period.

   2. Optional Extended Reporting Period
      a. If this Policy is canceled, non-renewed, or otherwise terminated by the named insured or us for any reason other than non-payment of premium, the named insured will have the right, upon payment of an additional premium, to purchase a twelve (12) month Optional Extended Reporting Period, in which to give us written notice of claims first made against an insured during the Optional Extended Reporting Period that arise out of wrongful acts actually or allegedly committed on or after the retroactive date and before the end of the policy period.

      b. The additional premium for the Optional Extended Reporting Period will be equal to one hundred percent (100%) of the total annualized premium listed in Item 8 of the Declarations.

c. For the named insured to invoke the Optional Extended Reporting Period, the named insured must give us a written request through the persons listed in Item 13 of the Declarations and pay the premium due within sixty (60) days of the effective date of the cancellation, non-renewal, or termination of the Policy. If the named insured requests the Optional Extended Reporting Period and pays the premium due, the Optional Extended Reporting Period endorsement will incept on the date and time the cancellation, non-renewal, or termination becomes effective.

d. The Optional Extended Reporting Period is non-cancelable, and the entire premium for the Optional Extended Reporting Period will be deemed fully earned and non-refundable upon payment.

3. The Extended Reporting Periods do not extend the policy period, change the scope of coverage provided, or reinstate or increase the Limits of Insurance. The Limit of Insurance available for any Extended Reporting Period will be equal to the remaining Policy Aggregate Limit of Insurance from the expiring Policy.

4. The Deductibles listed in Item 6 of the Declarations apply to each claim first made against the insured during any Extended Reporting Period.

5. The **insured's** rights to any Extended Reporting Period will not be available where the Policy is canceled due to non-payment of premium.

F. Proof and Appraisal of Loss

1. With respect to Insuring Agreements D, E, F, and J, before coverage will apply, the named insured must prepare and submit to the persons named in Item 9 of the Declarations a proof of loss statement and sworn affidavit by a member of the control group within one hundred and twenty (120) days after the insured organization is no longer sustaining first-party loss. Such proof of loss must include a narrative with full particulars as to the computation of any such restoration expense, income loss, extra expense, brand damage mitigation expense, or mobile device restoration expense, including:
   a. the time and place of the data loss, computer system disruption, reputational injury event, or mobile device loss;
   b. a detailed calculation of any restoration expense, extra expense, income loss, brand damage mitigation expense, or mobile device restoration expense including all documentary evidence and any assumptions made; and
   c. the insured **organization's** interest and the interest of all others in the property, the sound value thereof, and all other insurance thereon.

   However, if all the required information is not available when the proof of loss must be submitted, the named insured may supplement the proof of loss as the required information becomes available.

   The insureds must also cooperate with, and provide any additional information reasonably requested by us in our review of any restoration expense, extra expense, income loss, brand damage mitigation expense, or mobile device restoration expense, including the right to investigate and audit the proof of loss and inspect the records of an insured.

2. Income loss will be calculated based on the **insured organization's** net profit (or loss) before income taxes and fixed operating expenses, as set forth in Section IV.LL of this Policy. For the purpose of determining income loss, due consideration will be given to the following:
   a. the proof of loss statement and sworn affidavit submitted by the named insured;

b. the **insured organization's** net profit or loss for the twelve (12) month period before the computer system disruption or reputational injury event;
c. the probable business operations the insured organization could have performed had a computer system disruption or reputational injury event not occurred;
d. sales and income that is delayed, but not permanently lost, including any increase in revenue following the period of restoration or period of indemnity (as appliable);
e. income derived from substitute methods, facilities, or personnel used by the insured organization to maintain their revenue stream; and
f. trends in the **insured organization's** business, and variations in or other circumstances affecting the business, including seasonable influences and economic conditions, before and after the computer system disruption or reputational injury event that would have affected the insured **organization's** business had the computer system disruption or reputational injury event not occurred.

3. Restoration expenses will be determined as follows:
   a. With respect to information, software, or firmware stored on the insured's computer system:
      i. If the software, data, or firmware was purchased from a third party, we will pay the lesser of the original purchase price or the replacement cost of such software, data, or firmware;
      ii. If the information, software, or firmware was developed or created by the insured organization, we will pay for the reasonable and necessary cost to repair, replace, retrieve, recreate, or restore such information, software, or firmware.

      However, if it is determined that software, data, or firmware, cannot be repaired, replaced, retrieved, restored, or recreated, we will only reimburse the actual and necessary costs incurred up to such determination.

   b. With respect to computer hardware owned or leased by the insured organization, which is rendered totally inoperable solely by a covered cause of loss, the amount of restoration expense for such computer hardware will be calculated at the lesser of:
      i. the full cost of repair, including parts and labor;
      ii. the replacement cost at the time the covered cause of loss occurred, based on a refurbished item of like specifications and quality; or
      iii. the replacement cost at the time the covered cause of loss occurred, based on a new item of like specifications and quality.

4. Mobile device restoration expense will be appraised as the lesser of:
   a. the full cost of repair including parts and labor;
   b. replacement cost at the time the mobile device loss occurred, based on a refurbished item of like specifications and quality; or
   c. replacement cost at the time the mobile device loss occurred, based on a new item of like specifications and quality.

G. Subrogation and Recoveries
   1. Our payment under this Policy is without prejudice to our right to recover sums paid under this Policy from the insurers of the **insured's lawyers professional liability policies**, the insurers of the **insured's** other insurance policies, or from any entity or person from which the insured is entitled to indemnification.

2. In the event of payment under this Policy, the insureds must transfer to us any applicable rights to recover from other individuals or organizations. The insureds must execute all papers required and do everything reasonably necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to effectively bring suit or otherwise pursue subrogation rights in the name of the insureds. No insured may do anything to prejudice such rights. Notwithstanding the foregoing, if the insured is required by written contract to waive the insured **organization's** right to recover all or part of a claim or a first-party event from any entity or person from which an insured would otherwise be able to recover, we will also waive our right of recovery for any such claim or first-party event from such entity or person. However, no insured may waive any right to such recovery after any insured has received notice of any such claim or discovered any such first-party event.

3. We agree not to exercise any right of recovery against an insured unless the exclusion contained in Section V.A of this Policy applies to a claim or first-party event.

4. Any subrogation recoveries will first be applied to subrogation expenses, second to damages, claims expense, and first-party loss, paid by the insured (other than with respect to Deductible), third to damages, claims expense, and first-party loss paid by us, and fourth to the Deductible.

5. If we or any insured recover any money, securities, or other property after a loss payment is made, the party making the recovery must give prompt written notice of the recovery to the other party. The application of any recoveries will be as follows:
   a. If money is recovered, the recovery will be applied first to any costs incurred by us in recovering the money, second to loss payments made by the insured (other than with respect to Deductible), third to any loss payments made by us, and fourth to any Deductible; and
   b. If securities or other property are recovered, the insured may keep the securities or other recovered property and return the loss payment, plus any costs of recovery incurred by us, or keep the loss payment less the costs of recovery incurred by us and transfer all rights in the property to us.

H. Other Insurance
   1. The coverage provided by this Policy is specifically intended to be excess over the **insured's** lawyers professional liability policies for any first-party event or claim. Accordingly, as a condition precedent to coverage under this Policy, the named insured must:
      a. maintain the **insured's lawyers** professional liability policies in full effect during the policy period except for any reduction of the aggregate limit of liability contained therein solely by payment of claims by the insurers of the **insured's lawyers professional liability policies**; and
      b. tender all first-party events and claims to the insurers of the **insured's lawyers professional** liability policies and provide us any written coverage determination from the insurers of the **insured's lawyers professional liability policies**.

   2. Subject to the following conditions, the coverage provided by this Policy is excess over the **insured's** lawyers professional liability policies, whether such insurance is stated to be primary, excess, contributory, contingent, or otherwise:
      a. When the **insured's** lawyers professional liability policy deductible or self-insured retention is greater than the Deductible listed in Item 6 of the Declarations, the coverage provided by this Policy is specifically primary until the point that the sum of the Deductible and Limit of Insurance is equal to the applicable self-insured retention or deductible of the **insured's lawyers** professional liability insurance policies.

b. If the insurers of the **insured's lawyers professional liability policies** deny a claim or first-party event in writing, this Policy will cover such claim or first-party event subject to all other terms and conditions set forth herein as primary insurance.

c. If the insurers of the **insured's lawyers professional liability policies** have acknowledged in writing a duty to defend or indemnify a claim or first-party event, this Policy will cover the portion(s) of such claim or first-party event that are not covered by the **insured's lawyers** professional liability policies, subject to all other terms and conditions set forth herein as excess insurance.

d. If the insurers of the **insured's lawyers professional liability policies** have denied in writing any portion of a claim or first-party event while acknowledging in writing a duty to defend or indemnify any other portion of such claim or first-party event, then:
   i. For any portion of such claim or first-party event that insurers of the **insured's lawyers** professional liability policies have denied in writing, this Policy will cover those portion(s) of such claim or first-party event subject to all other terms and conditions set forth herein as primary insurance; and

   ii. For any portion of such claim or first-party event for which insurers of the **insured's lawyers** professional liability policies have acknowledged in writing a duty to defend or indemnify, this Policy will cover the portion(s) of such claim or first-party event that are not covered by the **insured's lawyers professional liability policies** subject to all other terms and conditions set forth herein as excess insurance.

e. Whenever this Policy applies as excess insurance over the **insured's** lawyers professional liability policies in accordance with Sections VI.H.1 and VI.H.2 of this Policy:
   i. the Deductible amount listed in Item 6 of the Declarations will not apply; and

   ii. in the event limits of liability in the **insured's** lawyers professional liability policies are:
      1. partially reduced, then subject to all other terms and conditions set forth herein this Policy will apply in excess of the reduced limit of liability in the **insured's** lawyers professional liability policies for the remainder of the policy period for claims and first-party events otherwise covered by this Policy; or
      2. totally exhausted, then subject to all other terms and conditions set forth herein this Policy will apply as if it were primary for the remainder of the policy period for claims and first-party events otherwise covered by this Policy.

3. Except as stated in Sections VI.H.1 and VI.H.2 of the Policy above, the coverage provided by this Policy is excess over any valid and collectible insurance (including any deductible or self-insured retention portion) available to any insured whether such insurance is stated to be primary, excess, contributory, contingent or otherwise unless such other insurance is specifically written as excess insurance over the Limit of Insurance provided by this Policy. However, the coverage under this Policy is primary to and will not seek contribution from any other insurance available to an additional insured, but only if:
   a. the insured organization is required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the additional insured; and
   b. the additional insured is a named insured under such other insurance.

4. This Policy will not be subject to the terms of any other insurance.

I. Allocation

1. If a claim involves damages or claims expense covered by this Policy and damages or claims expense not covered by this Policy because the claim contains both covered and uncovered matters, then we and the insured agree that one hundred percent (100%) of claims expense will be covered under this Policy subject to all other terms and conditions set forth herein. However, the foregoing does not apply to any insured for whom coverage is excluded under Section V.A of the Policy.

2. If a claim for damages other than claims expense involves covered and uncovered parties, covered and uncovered amounts, or both covered and uncovered parties and amounts, then we and the named insured agree to use reasonable efforts to arrive at a fair allocation between covered damages and uncovered loss subject to all other terms and conditions set forth herein.

J. Representations and Innocent Insured

1. The insureds represent that the statements and information contained in the application are true and accurate. The insureds acknowledge that the statements and information in the application:
   a. are the basis of this Policy and are incorporated into it; and
   b. are material to the acceptance of this risk or the hazard assumed by us under this Policy.

   The insureds also acknowledge that this Policy is issued in reliance upon the truth and accuracy of the statements and information in the application.

2. Whenever coverage under this Insuring Agreements B and C of this Policy would be excluded, suspended, or lost because of any exclusion relating to criminal, dishonest, fraudulent, or malicious acts, errors, or omissions by any insured, then such coverage otherwise afforded by this Policy:
   a. will apply to any natural person insured that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors, or omissions; and
   b. will apply to the insured organization unless a current member of the control group participated in committing, acquiesced to, or remained passive after having knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors, or omissions.

3. Whenever coverage under Insuring Agreements B and C of this Policy would be excluded, suspended, or lost because of failure to give notice to us as required by Section of VI.D of this Policy, such coverage otherwise afforded by this Policy:
   a. will apply to any natural person insured that did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, but only if any insured entitled to this provision complies with Section VI.D promptly after obtaining knowledge of failure by any insured to comply therewith; and
   b. will apply to the insured organization, unless the persons responsible for the failure to provide notice as required by Section VI.D of the Policy are current or former members of the control group.

K. Mergers and Acquisitions

1. Acquisition or Formation of Another Entity

   If, during the policy period the named insured, either directly or through one or more subsidiaries, forms another entity, acquires another entity, or acquires fifty percent (50%) or more of the

outstanding voting securities or ownership interests in another entity, which as a result of such formation or acquisition such entity qualifies as a subsidiary under this Policy, and:

a. the revenues of such newly formed or acquired entity do not exceed thirty percent (30%) of the **insured organization's** annual revenues, then such newly formed or acquired subsidiary will be covered until the end of the policy period, but only for first-party events occurring, and wrongful acts committed, after the date of such creation or acquisition; or
b. the revenues of such newly formed or acquired entity exceeds thirty percent (30%) of the insured orga**nization's** annual revenues, then such newly formed or acquired subsidiary will be covered until the end of the policy period or for 90 days, whichever is the earlier, but only for first-party events occurring and wrongful acts committed after the date of such creation or acquisition. Coverage beyond such ninety (90) day period will only be available if the named insured gives us written notice of such creation or acquisition through the persons listed in Item 13 of the Declarations, obtains our written consent to extend coverage to the entity beyond such ninety (90) day period, agrees to any additional premium and terms of coverage required by us, and we have issued an endorsement extending coverage under this Policy.

2. Acquisition of the Named Insured
If, during the policy period, any of the following events occur:
   a. the named insured merges into or is acquired by another entity such that the named insured is not the surviving entity;
   b. the named insured is liquidated or dissolved; or
   c. substantially all the **named insured's** assets are sold or disposed of,

   then the named insured must report the event to us through the persons listed in Item 13 of the Declarations as soon as practicable. Coverage will continue until the Policy expires or is otherwise terminated, but only for first-party events occurring, and wrongful acts committed, before the date of such event. All coverage under this Policy will terminate with respect to any first-party events occurring, or wrongful acts committed, after the date of such event, unless the named insured gives us with written notice through the persons listed in Item 13 of the Declarations within thirty (30) days of such event, obtains our consent to extend coverage beyond the date of such event, agrees to any additional premium and terms of coverage required by us, and we have issued an endorsement extending coverage under this Policy.

3. Termination of a Subsidiary
If, before or during the policy period, an entity ceases to be a subsidiary, the coverage with respect to such subsidiary and the natural persons insured (defined in Section IV.MM.2-8 of the Policy) of such subsidiary will continue until the end of the policy period with respect to claims made and first-party events occurring before the date such entity ceased to be a subsidiary. All coverage under this Policy will terminate with respect to any first-party events occurring, or wrongful acts committed, after the date such entity ceased to be a subsidiary.

L. Cancellation of this Policy
1. The named insured alone has the right to cancel this Policy on behalf of any and all insureds. Cancellation by the named insured will be effective on the date specified in the written notice sent to us through the entity listed In Item 13 of the Declarations.
2. We may cancel this Policy:
   a. if the insured fails to pay the premium when due in accordance with Section VI.M of this Policy;

b. if the insured organization fails to complete any "Binding Subjectivities" before the "Applicable Deadline" listed in the quotation of terms issued by us, the Policy, or any Endorsement attached to this Policy;
c. in the event of fraud or material misrepresentation by any insured in the application or other information provided to induce us to issue this Policy; or
d. in the event of fraud by any insured in connection with the submission of any first-party event, claim, or circumstance that could reasonably be the basis for a claim, to us for coverage under this Policy.

3. If the Policy is canceled by the named insured prior to the end of the policy period, we will refund the unearned premium, subject to a minimum earned premium of twenty five (25) percent of the amount shown in Item 8.C of the Declarations, which will be computed short rate in accordance with Item 7 of the Certificate for this Policy. If the Policy is canceled by us, we will refund the unearned premium which will be computed pro-rata. Payment or tender of any unearned premium by us will not be a condition precedent to the effectiveness of such cancellation, but such payment will be made as soon as practicable.

For the purposes of this condition, "Applicable Deadline" means the date listed in the Schedule of Subjectivities listed in the quotation of terms issued by us, the Policy, or any endorsement to this Policy, which the insured organization must implement a specific "Binding Subjectivity".

For the purposes of this condition, "Binding Subjectivities" means those post-binding requirements listed in the Schedule of Subjectivities listed in the quotation of terms issued by us, the Policy, or any Endorsement attached to this Policy, which the insured organization must implement on or before the "Applicable Deadline".

M. Premium Payment

Notwithstanding any provision to the contrary within this Policy or any Endorsement hereto, in respect of non-payment of premium only the following clause will apply.

1. The named insured undertakes that premium will be paid in full to us within thirty (30) days of inception of this Policy (or, in respect of installment premiums, when due). If the premium due under this Policy has not been so paid to us by the thirtieth (30th) day from the inception of this Policy (and, in respect of installment premiums, by the date they are due) we will have the right to cancel this Policy by notifying the named insured via the broker of record in writing.
2. In the event this Policy is canceled for non-payment of premium:
   a. a premium is due to us on a short rate basis for the period that we are on risk, which will be computed short rate in accordance with Item 7. of the Certificate for this Policy, subject to a minimum earned premium of twenty-five (25) percent of the premium amount shown in Item 8.C of the Declarations. However, the full Policy premium must be paid to us in the event of any first-party event, claim, circumstance that could reasonably give rise to a claim, or wrongful act, first occurring prior to the date of cancellation, which gives rise to a valid claim or first-party loss under this Policy; and
   b. it is agreed that we will provide a minimum of fifteen (15) days prior notice of cancellation to the named insured via the broker of record. If the premium due is paid in full to us before the notice period expires, the notice of cancellation will automatically be revoked. If not, the Policy will automatically terminate at the end of the notice period.
3. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

N. Duties of all Insureds

It is a condition precedent to coverage under this Policy, that at all times during the policy period:

1. The insured must cooperate with us in all investigations, execute or cause to be executed all papers, and render all assistance reasonably requested by us;
2. Upon our request, the insured must assist in the conduct of suits, in making settlements, and in enforcing any right of subrogation, contribution, or indemnity against any individual or organization that may be liable to the insured because of acts, errors, or omissions covered under this Policy;
3. No insured may admit liability, make any payment (except at the insured's own cost), assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any claim or first-party event without our prior written consent. However, we agree that:
   a. a prompt public admission of a data breach that the insured reasonably believes is required by privacy laws of any kind or credit card association operating requirements will not be considered as an admission of liability requiring our prior written consent;
   b. our consent is not required for claims expense incurred within the Deductible; and
   c. the named insured may settle any claim where the sum of all damages and claims expense does not exceed the Deductible, but only if the entire claim is resolved and all **insured's** receive a full release from all claimants.
4. The named insured must notify us immediately of any cyber extortion and ransomware event and must not incur any extortion expense or extortion loss without our prior written consent;
5. If the details of any electronic funds transfer instructions are new or changed from previous instructions the insured organization has on record, the insured organization must first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the money or securities;
6. The insured organization must make reasonable efforts to maintain the controls confirmed to us through the ShieldUp platform (at www.shieldupcyber.com) or in the application for this Policy; and
7. The insured organization must complete all "Binding Subjectivities" before the "Applicable Deadline" listed in the quotation of terms issued by us, the Policy, or any Endorsement attached to this Policy, and maintain compliance throughout the entire policy period; and
8. the named insured must notify us in writing of any of the following events as soon as practicable thereafter, with full particulars:
   a. the exhaustion of any of the **insured's lawyers professional liability policies** limit of liability;
   b. the cancellation or termination of, or failure to maintain in full effect, any of the **insured's lawyers** professional liability policies;
   c. any material change to any of the **insured's lawyers professional liability policies**; or
   d. the Insurer of any of the **insured's** lawyers professional liability policies becoming subject to receivership, liquidation, dissolution, rehabilitation, or any similar proceeding or being taken over by any regulatory authority.

O. Reasonableness of Consent

The named insured and we agree to not unreasonably delay, condition, or withhold consent whenever such consent is required by any provision of this Policy.

P. Dispute Resolution

1. The insureds and we agree to submit any dispute arising out of or relating to this Policy to non-binding mediation or binding arbitration in accordance with the rules of any commercially recognized arbitration service comparable to the American Arbitration Association ("AAA") in effect at the time of the dispute.

2. If all parties agree, a different form of alternative dispute resolution ("ADR") may be used. The insured will have the right to choose which ADR process will be used.
3. Each party must bear its own fees and expenses in connection with any ADR process. The costs of an arbitrator, mediator, or other third-party facilitator will be shared equally by the parties unless an arbitration award provides otherwise.
4. All ADR proceedings will be held in a mutually agreeable location.
5. Nothing in Section VI.P of the Policy will prevent the parties from litigating a dispute in an appropriate court in the event non-binding ADR fails to produce a resolution.

Q. Legal Action Against Us

1. No action may be brought against us unless, as a condition precedent thereto:
   a. there has been full compliance with all the terms of this Policy by all insureds; and
   b. with respect to claims under Insuring Agreements B and C, no action may be brought against us or our representatives until the amount of the insured's obligation to pay has been finally determined either by judgment or award against the insured after trial, regulatory proceeding, arbitration or by the insured's written agreement with the claimant and us.

   However, Section VI.Q.1.b of this Policy (directly above) will not apply to an action by the insured to compel us to defend a claim as required by the Policy.

2. Any claimant or the legal representative thereof who has secured a judgment or award against the insured or entered into a written settlement agreement with the insured will be entitled to make a claim under this Policy to the extent of the insurance afforded by this Policy. In no event will we be liable for any amounts that are not covered and payable under the terms of this Policy or that are in excess of any applicable Limit of Insurance.

3. No individual or organization will have the right under this Policy to join us as a party to an action or other proceeding against an insured to determine such **insured's** liability, nor will we be impleaded by the insured or the **insured's** legal representative.

R. Choice of Law

For all purposes, this Policy will be interpreted according to the law in the state listed in Item 11 of the Declarations, which conflict of law principles will not be used to adopt the law of other states in the United States.

S. Coverage Territory

This Policy applies to claims made, wrongful acts committed, or first-party events occurring, anywhere in the world.

Notwithstanding anything to the contrary in this Policy or any Endorsement to this Policy, there shall be no coverage afforded by this Policy for any:

1. Entity organized or incorporated pursuant to local law of the "Specified area", or headquartered in a "Specified Area";
2. Natural person during the time such natural person is located in a "Specified area";
3. Part of a claim, action, suit, or proceeding made, brought, or maintained in a "Specified area"; or
4. Loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destructions of any part of any property (tangible or intangible) located in a "Specified area", including, but not limited to, any computer system, data, digital assets, money, securities, or other property located in a "Specified area".

For the purposes of this condition, “Specified Area” means:

a. The Republic of Belarus; or
b. The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control means where recognized by the United Nations).

Where there is any conflict between the terms of this condition and the other terms of the Policy, the terms of this provision will apply, subject at all times to the application of Section VI.T of the Policy.

If any provision of this condition is or at any time becomes to an extent invalid, illegal, or unenforceable under any enactment or rule of law, such provision will, to that extent be deemed not to form a part of this condition, but the validity, legality, and enforceability of the remainder of this condition will not be affected.

T. Sanctions Limitation

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

U. U.S. Terrorism Risk Insurance Act of 2002

This Policy is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended. In consideration of the additional premium listed in Item 8b of the Declarations, it is hereby noted and agreed with effect from January 1, 2021, that the Terrorism exclusion to which this Policy is subject, will not apply to any “insured loss” directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”).

If the premium listed in Item 8b of the Declarations is not paid to us in accordance with Section VI.M.1 of this Policy, then said Terrorism exclusion will be fully reinstated from 1 January 2021.

The coverage afforded by this provision is only in respect of any “insured loss” of the type insured by this Policy directly resulting from an "act of terrorism" as defined in TRIA. The Terrorism exclusion, to which this Policy is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This provision only affects the Terrorism exclusion to which this Policy is subject. All other terms, conditions, insured coverage, and exclusions of this Policy including applicable Limits of Insurance and Deductibles remain unchanged and apply in full force and effect to the coverage provided by this Policy.

Furthermore, we will not be liable for any amounts for which we are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

V. Attribution of a Cyber Operation to a State

1. The primary but not exclusive factor in determining the attribution of a cyber operation shall be whether the government of the state (including its intelligence and security services) in which the computer system affected by the cyber operation is physically located attributes the cyber operation to another state or those acting on its behalf.

2. Pending attribution by the government of the state (including its intelligence and security services) in which the computer system affected by the cyber operation is physically located, we may rely upon an inference which is objectively reasonable as to attribution of the cyber operation to another state or those acting on its behalf. It is agreed that during this period no claims expense, damages, first-party loss, or other cost or expense of any kind shall be paid.
3. In the event that the government of the state (including its intelligence and security services) in which the computer system affected by the cyber operation is physically located either:
   a. takes an unreasonable length of time to, or
   b. does not, or
   c. declares it is unable to,

   attribute the cyber operation to another state or those acting on its behalf, it shall be for us to prove attribution by reference to such other evidence as is available.

W. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription's. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

X. Authorization

The named insured is the agent for all insureds under this Policy. By acceptance of this Policy, all insureds agree that the named insured shall act on behalf of all insureds with respect to:

1. reporting all first-party events, claims, or circumstances that could reasonably give rise to a claim;
2. payment of all premiums and Deductibles that may become due under this Policy;
3. receiving any return premiums that may become due under this Policy;
4. consenting to any settlement;
5. agreement to and acceptance of any endorsements;
6. exercising the right to the Optional Extended Reporting Period;
7. giving or receiving notice of cancellation, notice of non-renewal, and any other notices pertaining to this Policy.

If two or more named insureds are covered under this Policy, the first-named insured shall act for all insureds. If the first-named insured ceases to be covered under this Policy, the next named insured will thereafter be considered as the first named insured.

Y. Bankruptcy

Bankruptcy or insolvency of any insured or the estate of any insured will not relieve us of our obligations nor deprive us of our rights or defenses under this Policy.

Z. Assignment

No assignment of interest under this Policy by any insured will be binding on us unless we have given prior written consent to the assignment. If a natural person insured dies or is adjudged incompetent, this Policy will cover the **insured's** legal representative as if such representative were the insured in accordance with the terms and conditions of this Policy.

AA. Entire Agreement and Changes

By acceptance of this Policy, all insureds agree that this Policy, together with the Declarations, application, and Endorsements, embodies all agreements between the insured and us. Notice to any agent or

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

BB. Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

CC. Headings

The headings and captions used in this Policy are for reference only and do not affect the meaning of this Policy. The titles of the various paragraphs of this Policy and its Endorsements are inserted solely for convenience or reference and are not to be deemed in any way to affect the provision to which they relate.