



January 12, 2026

8 GIA 8935662 11 CO
GIA GROUP LLC - SMALL BUSINESS
PO BOX 1270
GLENWOOD SPGS, CO 81602-1270

VAN RAND CENTER OWNERS
C/O INTEGRATED MOUNTAIN
PO BOX 908
GLENWOOD SPRINGS, CO 81602-0908

Thank you for your business! Enclosed you will find information regarding your policy. If you have questions regarding the information provided, please contact your agent at (970)945-9161

We encourage you to sign up for our *myCentral* policyholder website and take advantage of convenient, easy-to-use account management options for your Central Insurance policy. Make payments, access policy information, check account balances, view auto ID cards, report a claim, and much more! Click on the "Create Account" link in the *myCentral* log in box on central-insurance.com and provide the following information to establish online access:

Policy Number 8935662
Policy Effective Date 03/20/2026
City GLENWOOD SPRINGS
State CO
Zip Code 81602



If you have **Billing** questions, call 800-786-9052 or e-mail us at billing@central-insurance.com.

To **Report a Claim**, call 888-263-2924.

Central Insurance Companies embraces a culture based on our core values of Integrity, Relationships and Excellence. These values define who we are and what we do, as individuals and as a company. We take pride in partnering with agents who support these same values.

We appreciate the opportunity to provide your insurance needs.





FACTS	WHAT DOES CENTRAL INSURANCE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depends on the product or service you have with us. This information can include: ▪ Social Security number and insurance claim history. ▪ Medical information and transaction history ▪ Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Central Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Central Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes



To limit our sharing	- Email us at privacycoordinator@central-insurance.com - Call 800.786.9052—our menu will prompt you through your choices; or - Visit us online www.central-insurance.com and log into your "MyCentral" account. Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Email us at privacycoordinator@central-insurance.com , call 800.786.9052, or go to www.central-insurance.com .

Who we are

Who is providing this notice? Central Insurance Company

What we do

How does Central Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Central Insurance collect my personal information?	We collect your personal information, for example, when you - open an account or apply for insurance - pay insurance premiums or file an insurance claim - provide account information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes—information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include financial companies such as All America Insurance Company.
-------------------	--

Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include independent insurance agents and brokers; businesses that conduct scientific research, including actuarial or underwriting studies; independent claims adjusters, appraisers, investigators, medical professionals, and attorneys who need the information to investigate, defend or settle a claim involving the insured; service providers who perform data or Site-related services on our behalf (e.g., email, hosting, maintenance, backup, analysis, etc.); consumer reporting agencies as reasonably necessary in connection with any application, policy, or claim involving the insured; insurance support organizations that are established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims; insurance regulatory agencies in connection with the regulation of our business; certificate holders or policyholders for the purpose of providing information regarding the status of an insurance transaction; lienholder, mortgagee, lessor, or other person shown on our records as having a legal or beneficial interest in the insured's policy; and service providers to prepare, deploy and analyze advertising content.
Joint marketing	Central Insurance does not jointly market.

Other important information

For Insurance Customers in AZ, CT, GA, IL, ME, MA, MN, MT, NJ, NV, NM, NC, OH, OR and VA only. The term "Information" in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience, or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can process claims or prevent fraud, or if you say we can. To see your Information, write Central Insurance Company at 800 South Washington Street, Van Wert, OH 45891. You must state your full name, address, policy number, and the Information you want. We will tell you what Information we have. Unless privileged, you may ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.





EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following endorsement, which applies to your new or renewal policy being issued by us:

Exclusion Of Loss Due To Virus Or Bacteria Endorsement

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Property insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Property insurance, including (if any) property damage and business income coverages.

Contact your agent if you have any questions regarding the content of this notice.

8935662

11 005

FA011426 000558 005 034 0010



IMPORTANT NOTICE TO POLICYHOLDERS

This notice describes changes in your insurance policy. This notice is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy and its coverage summary. If there is any conflict between your policy and this notice, the provisions of the policy shall prevail.

Your equipment breakdown (boiler and machinery) coverage has been changed to our new Equipment Breakdown Coverage form. Please note the following differences between the old form and the new updated form:

BROADENINGS

- **Electronic Circuitry Impairment** — A new covered cause of loss has been added to cover electronics which suddenly lose their ability to function, requiring replacement of component, even when physical damage is undetectable. This coverage does not apply to coverages involving the equipment of third parties. Other limitations apply.
- **Off Premises Equipment Breakdown** — A new coverage has been added to pay for physical damage to transportable covered equipment damaged while not at a covered location.
- **Public Relations** — A new coverage has been added to pay for professional services to create and disseminate communications to the media, the public or your customers, clients or members, when needed due to an interruption of your business resulting in a covered Business Income loss.
- **Service Interruption** — Coverage provided has been broadened to extend Data Restoration coverage if loss, damage or expense is caused by a failure or disruption of service. The services covered have been broadened to include professional Cloud Computing services.

OTHER CHANGES

- **Definition of “Covered Equipment”** — The definition of “covered equipment” has been amended in order to be more explicit about the broad coverage intent which, in addition to equipment that uses conventional design and technology, includes equipment utilizing new or newly commercialized design and technology. The definition was also amended to remove the reference to air supported structures under what is not “covered equipment” to eliminate any confusion about the intent to cover the equipment associated with air supported structures.
- **Valuation** — A Valuation condition has been added to the Equipment Breakdown Coverage form.
- **Excluded Property Perils** — An exclusion specific to property perils has been added to the Equipment Breakdown Coverage form.
- Exclusions for defect, programming error, etc. and misalignment, miscalibration, etc. have been moved to the definition of “accident”. The intent of the coverage has not changed.



ADVISORY NOTICE TO POLICYHOLDERS WIDESPREAD EVENT EXCLUSION OPERATING SYSTEM EVENT EXCLUSION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following endorsements, which may apply to your policy being issued by us:

Widespread Event Exclusion

The Widespread Event Exclusion endorsement has been added to your policy to align with the broad market approach regarding large scale cyber attacks. This endorsement amends the existing cyber coverage by clarifying how coverage applies in such situations.

Operating System Event Exclusion

The Operating System Event Exclusion endorsement has been added to your policy to align with the broad market approach regarding large scale operating system events. This endorsement amends the existing cyber coverage by clarifying how coverage applies in such situations.

Please contact your agent if you have any questions regarding the content of this notice.



IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL

Thank you -- for allowing us to renew your policy. We appreciate your business.

Please keep your existing policy forms. Be sure to review the enclosed renewal information carefully. To help control expenses, the only forms attached to this renewal are those forms which have been added or revised.

If you have any questions about your policy, or this renewal, please don't hesitate to check with your agent.





NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This notification is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This notification does not grant any coverage or change the terms and conditions of any coverage under the policy.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Federal share of terrorism losses:

85% for calendar year 2015
 84% for calendar year 2016
 83% for calendar year 2017
 82% for calendar year 2018
 81% for calendar year 2019
 80% for calendar year 2020

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation In Payment Of Terrorism Losses

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

D. Definition of Terrorism

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of "act of terrorism" has changed. As defined in Section 102(1) of the Act, the term "act of terrorism" means:

- Any act or acts that are certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism;
- To be a violent act or an act that is dangerous to human life, property, or infrastructure;

- To have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission;
- And to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.



AVAILABLE PAY PLANS

The company offers.

1. EFT Plans (Electronic Funds Transfer): ** No service fees apply to any of the EFT plans. **

- a. Annual EFT – the premium is paid in one installment withdrawn on the effective date of the policy.
- b. Semi-Annual EFT – the premium is paid in two installments, withdrawn six months apart.
- c. Quarterly EFT – the premium is paid in four installments, withdrawn three months apart.
- d. Monthly EFT – the premium is paid in twelve monthly withdrawals.

2. NON-EFT Plans:

- a. Annual – the premium is paid in one installment due on the effective date of the policy. No service fees apply.
- b. Semi-Annual – the premium is paid in two installments due six months apart. Service fees apply.
- c. Quarterly – the premium is paid in four installments due three months apart. Service fees apply.
- d. Monthly – the premium is paid in twelve monthly installments. Service fees apply.

We offer account billing on each of the above plans which allows for multiple policies to be billed together on a single account. We require separate billing accounts for personal and commercial lines policies.

Please note, the above plans may not apply to all types of policies.

8935662

11 010

FA011426 000558 010 034 0010



NOTICE TO POLICYHOLDERS REGARDING NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL EXCLUSION

Coverage for some acts of terrorism is included in your policy, as defined in Section 102(1) of the Terrorism Risk Insurance Acts. An act of terrorism could involve Nuclear (including radiation or radioactive contamination) or pathogenic or poisonous Biological or Chemical materials. An example of this would be the release of anthrax spores.

Your previous policy included a Nuclear exclusion (a mandatory form attached to all policies) and Pollution exclusions (mandatory coverage language) to exclude terrorism loss that was caused by nuclear, chemical or radiological means. There may have been a question of whether a biological event would be considered a pollutant and therefore excluded by the pollution exclusion.

Due to our reinsurance contracts containing an NBCR (Nuclear, Biological, Chemical, or Radiological) exclusion, your renewal policy now contains an NBCR exclusion, which makes it clear we will not cover any acts involving nuclear, biological, chemical or radiological terrorism.

Although we have chosen to exclude NBCR, we are still providing you with terrorism coverage for other acts.

8935662

11 011

FA011426 000558 011 034 0010



ADVISORY NOTICE TO POLICYHOLDERS

2023 GENERAL LIABILITY MULTISTATE ENDORSEMENTS ADDRESSING CYBER, DATA PRIVACY AND ORDER OF RESPONSE

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new and revised endorsements which applies to your renewal policy being issued by us.

FOR USE WITH THE COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART

CG 00 69 – Exclusion – Violation Of Law Addressing Data Privacy

When this endorsement is attached to your policy, an exclusion is added to Coverage **A** and Coverage **B** that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

CG 04 37 – Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage – Subject To Cyber Incident Exclusion

This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "electronic data that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement **CG 21 06** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage. However, attachment of this endorsement when Endorsement **CG 21 08** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage **B** Only) (12/2023 edition) is attached to the same policy may represent a broadening of coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement **CG 40 35** Exclusion – Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

CG 04 71 – Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage – Subject To Cyber Incident Exclusion – Deletion Of Bodily Injury Exception

This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "electronic data that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement **CG 21 06** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage. However, attachment of this endorsement when Endorsement **CG 21 08** Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage **B** Only) (12/2023 edition) is attached to the same policy may represent a broadening of coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement **CG 40 35** Exclusion – Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

CG 21 06 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury, property damage and personal and advertising injury arising out of access or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

CG 21 08 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage B Only)

This endorsement is revised, in part, to add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

The changes in this revised endorsement are a reinforcement of coverage intent.

CG 21 85 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion **p**. Electronic Data under Coverage **A**.

Attachment of this endorsement replacing Endorsement **CG 21 07** Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included results in no coverage impact with respect to loss of electronic data in Coverage **A**. Otherwise, attachment of this endorsement results in reduction of coverage.

CG 24 56 – Excess Insurance Provision – Order Of Response – When You Are An Additional Insured On Other Insurance

When this endorsement is attached to your policy, Paragraph **b.(1)(b)** of the Other Insurance Condition is revised by deleting the word "primary" so that your CGL policy may be excess over any other policy (whether primary, excess, contingent or on any other basis) for which you have been added as an additional insured.

Attachment of this endorsement has no impact on coverage, but when you are added as an additional insured to another insurance policy, your own policy limits may potentially be preserved until limits applicable to the other policy on which you were added as an additional insured are exhausted first.

CG 40 35 – Exclusion – Cyber Incident

When this endorsement is attached to your policy, coverage is excluded under Coverage **A** and Coverage **B** with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

FOR USE WITH THE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

CG 33 53 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury or property damage arising out of access to or disclosure of confidential or personal material or information, the changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

CG 34 97 – Exclusion – Cyber Incident

When this endorsement is attached to your policy, coverage is excluded with respect to bodily injury or property damage arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

CG 34 98 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion I. Electronic Data.

Attachment of this endorsement replacing Endorsement **CG 33 59 Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included** results in no coverage impact with respect to loss of electronic data. Otherwise, attachment of this endorsement results in reduction of coverage.

FOR USE WITH THE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

CG 33 53 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury or property damage arising out of access to or disclosure of confidential or personal material or information, the changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

CG 34 92 – Cyber Incident Liability Coverage Subject To Each Cyber Incident Occurrence And Aggregate Limits

When this endorsement is attached to your policy, limited coverage is generally provided for damages because of bodily injury or property damage caused by a cyber incident. Coverage for damages provided by this endorsement is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit shown on the Schedule of the endorsement.



To the extent that coverage for liability arising out of cyber incidents may be provided on the policy in the absence of this endorsement, attachment of this endorsement may represent a reduction in coverage when the Cyber Incident Aggregate Limit selected is less than the policy's Aggregate Limit or the applicable limit otherwise available under the Coverage Part.

CG 34 97 – Exclusion – Cyber Incident

When this endorsement is attached to your policy, coverage is excluded with respect to bodily injury or property damage arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

CG 34 98 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion I. Electronic Data.

Attachment of this endorsement replacing Endorsement **CG 33 59** Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included results in no coverage impact with respect to loss of electronic data. Otherwise, attachment of this endorsement results in reduction of coverage.



CENTRAL MUTUAL INSURANCE COMPANY
800 S. WASHINGTON ST
VAN WERT, OHIO 45891-2357
www.central-insurance.com

BUILDING OWNER'S POLICY COMMON DECLARATIONS

NAMED INSURED AND MAILING ADDRESS

VAN RAND CENTER OWNERS
ASSOC
C/O INTEGRATED MOUNTAIN
MANAGEMENT
PO BOX 908
GLENWOOD SPRINGS, CO 81602-0908

AGENT GH64

RENEWAL
GIA GROUP LLC - SMALL BUSINESS
PO BOX 1270
GLENWOOD SPGS, CO 81602-1270
(970)945-9161
www.glenwoodinsurance.com

POLICY NUMBER: CLP 8935662 11

PRIOR POLICY NUMBER: CLP 8935662 10

POLICY PERIOD: FROM 03/20/2026 TO 03/20/2027

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

BUSINESS DESCRIPTION: COMM CONDO BUILDINGS
FORM OF BUSINESS: ASSOCIATION

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

	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	\$7,810
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$2,035
STATE SURCHARGES AND FEES	
CO NATURAL DISASTER MITIGATION FUND SURCHARGE	\$2

THE ADVANCE PREMIUM DUE AT INCEPTION IS --	\$9,847
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT	

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

COMMERCIAL LINES POLICY DECLARATIONS (continued)

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11



FORMS AND ENDORSEMENTS APPLICABLE TO POLICY CLP 8935662 11 ON 03/20/2026

COMMON DECLARATIONS

FORM NBR	EDITION	FORM TITLE
IL0017	1198	COMMON POLICY CONDITIONS
IL0169	0907	CO-CHANGES - CONCEALMENT MISREPRESENTATION OR FRAUD
IL0228	0907	CO-CHANGES - CANCELLATION AND NONRENEWAL
* IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
* IL0986	0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLO
* 8-2642	1223	POLICYHOLDER NOTICE - CYBER DATA PRIVACY
* 14-3181	0315	CW POLICYHOLDER NOTICE-LOSS DUE TO VIRUS OR BACTERIA
14-3712	0517	CO CLAIMS-MADE POLICY DISCLOSURE FORM NOTICE TO POLICYHOLDERS
14-3982	1123	ADVISORY NOTICE TO POLICYHOLDERS - WAR & CYBER WAR - PROPERTY
* 14-4048	0226	NOTICE TO POLICYHOLDERS-WIDESPREAD EVENT AND OPERATING SYSTEM EXC
* 20-1768	0125	PROVISIONS APPLICABLE TO CENTRAL INSURANCE COMPANY
* 20-1769	0125	PROVISIONS APPLICABLE TO CENTRAL INSURANCE COMPANIES
* 20-1956	1194	IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL
* 20-2118	0315	POLICYHOLDER DISCLOSURE NOTICE (TERRORISM INS & VIRUS)
* 20-2143	0614	AVAILABLE PAY PLANS
* 20-2375	0315	NOTICE TO POLICYHOLDERS - NBCR EXCLUSION
* 20-2567	0125	CENTRAL INSURANCE COMPANIES PRIVACY NOTICE
* 20-2633	0125	NAME CHANGE ENDORSEMENT

PROPERTY COVERAGE PART DECLARATIONS

FORM NBR	EDITION	FORM TITLE
CP0017	1012	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP0030	1012	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0405	0917	ORDINANCE OR LAW COVERAGE
CP1030	0917	CAUSES OF LOSS - SPECIAL FORM
CP9903	1219	CANNABIS EXCLUSION
14-2012	1185	QUICK REF-COML PROPERTY COVERAGE PART
14-2660	0402	BUSINESS INCOME - COINSURANCE AMENDATORY ENDORSEMENT
14-3039	0211	BUSINESS INCOME AND EXTRA EXPENSE
14-3049	0318	CENTRAL PREMIER PLUS(R) PROPERTY EXTENSIONS COVERAGE END
14-3064	1215	EQUIPMENT BREAKDOWN COVERAGE
* 14-3603	1215	POLICYHOLDER NOTICE - EQUIPMENT BREAKDOWN COVERAGE
* 14-3687	0517	CYBER SUITE COVERAGE FORM
14-3689	0517	CO-CYBER SUITE COVERAGE FORM
14-3830	0521	CYBER INCIDENT EXCLUSION
14-3970	1123	WAR AND CYBER WAR EXCLUSION
* 14-4044	0226	OPERATING SYSTEM EVENT EXCLUSION
* 14-4045	0226	WIDESPREAD EVENT EXCLUSION

GENERAL LIABILITY COVERAGE PART DECLARATIONS

FORM NBR	EDITION	FORM TITLE
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0069	1223	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG2004	1185	ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS
CG2106	1223	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO

COMMERCIAL LINES POLICY DECLARATIONS (continued)

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11

FORMS AND ENDORSEMENTS APPLICABLE TO POLICY CLP 8935662 11 ON 03/20/2026

CG2109	0615	EXCLUSION - UNMANNED AIRCRAFT
CG2132	0509	COMMUNICABLE DISEASE EXCLUSION
CG2144	0417	LIMITATION OF COV TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG2147	1207	EMPLOYMENT - RELATED PRACTICES EXCLUSION
* CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
* CG2184	0115	EXCLUSION OF CERTIFIED ACT OF NUCLEAR, BIOLOGICAL OR CHEMICAL..
CG2186	1204	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG2196	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
* CG2425	1204	LIMITED FUNGI OR BACTERIA COVERAGE
CG2426	0413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG4012	1219	EXCLUSION-ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING
CG4014	1220	CANNABIS EXCLUSION
CG4032	0523	EXCLUSION - PFAS SUBSTANCES
CG4035	1223	EXCLUSION - CYBER INCIDENT
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0125	1113	CO-CHANGES - CIVIL UNION
8-1529	1001	QUICK REFERENCE - COMMERCIAL GENERAL LIABILITY COVERAGE PART
8-1834	1204	AMENDMENT OF PRIMARY AND EXCESS PROVISIONS
8-1889	0714	GENERAL LIABILITY PLUS ENDORSEMENT
8-2203	0509	LIMITED EXCLUSION-OPERATIONS COVERED BY A CONSOLIDATED(WRAP UP)
8-2343	0214	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
20-1934	1212	EXCLUSION - ASBESTOS/LEAD

* DENOTES FORMS ATTACHED WITH THIS TRANSACTION

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11

**COVERAGE PROVIDED**

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.

PREMISES 001 BUILDING 001 1605 GRAND AVENUE, GLENWOOD SPRINGS, CO 81601

OCCUPANCY

COMMERCIAL BUILDING

DEDUCTIBLE

\$5,000 EACH OCCURRENCE

INFLATION GUARD

3.000% BUILDING

3.300% PERSONAL PROPERTY OF INSURED, BUSINESS INCOME

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE OR LIMITATION	COVERED CAUSE OF LOSS
BUILDING	\$5,675,000	RC	NONE	SPECIAL FORM
ORDINANCE OR LAW - COV B	\$25,000			
ORDINANCE OR LAW - COV C	\$25,000			
PERSONAL PROPERTY OF INSURED INCLUDING "STOCK"	\$32,000	RC	NONE	SPECIAL FORM
BUSINESS INCOME	ACTUAL LOSS			SPECIAL FORM
INCLUDING RENTAL VALUE	SUSTAINED			
PERIOD OF RESTORATION - 365 DAYS				
WAITING PERIOD - 72 HOURS				
CIVIL AUTHORITY COVERAGE PERIOD CHANGED TO 28 DAYS				

PER POLICY COVERAGES - ALL LOCATIONS

COVERAGE	DEDUCTIBLE	LIMIT OF INSURANCE
PREMIER PLUS		
SECTION I COVERAGE EXTENSION LIMIT:		\$50,000
DEDUCTIBLE: \$1,000		
EQUIPMENT BREAKDOWN/TECH ADVANTAGE		
DEDUCTIBLE: \$10,000 EACH OCCURRENCE		

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11

CYBER SUITE COVERAGE	
GENERAL DEDUCTIBLE	\$1,000 PER OCCURRENCE
DATA COMPROMISE RESPONSE EXPENSES	
DATA COMPROMISE RESPONSE EXPENSES LIMIT	\$50,000 ANNUAL AGGREGATE
COMPUTER ATTACK AND CYBER EXTORTION	
COMPUTER ATTACK LIMIT	\$50,000
DATA COMPROMISE LIABILITY	
DATA COMPROMISE DEFENSE AND LIABILITY LIMIT	\$50,000 ANNUAL AGGREGATE
NETWORK SECURITY LIABILITY	
LIABILITY LIMIT	\$50,000
ELECTRONIC MEDIA LIABILITY	
ELECTRONIC MEDIA LIABILITY LIMIT	\$50,000 ANNUAL AGGREGATE
IDENTITY RECOVERY	
IDENTITY RECOVERY LIMIT	\$25,000 ANNUAL AGGREGATE PER IDENTITY RECOVERY INSURED
CERTIFIED ACTS OF TERRORISM	PREMIUM
UNDER THE TERRORISM RISK INSURANCE ACT	\$58

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$5,000	ANY ONE PREMISES
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	

PREMISES 001 1605 GRAND AVENUE, GLENWOOD SPRINGS, CO 81601

CLASSIFICATION DESCRIPTION	CLASS CODE	TERRITORY	PREMIUM BASIS	NET RATE	ADVANCED PREMIUM
PREMISES AND OPERATIONS					
CONDOMINIUMS- COMMERCIAL- BANK OR MERCANTILE, MANUFACTURING OR OFFICE (ASSOCIATION RISK ONLY) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.	62000	502	26,018 AREA	44.564	\$1,159

PER POLICY COVERAGES - ALL LOCATIONS

MISCELLANEOUS LIABILITY	LIABILITY LIMITS (IF APPLICABLE)	ADVANCED PREMIUM
ADDITIONAL DAMAGE TO PREMISES RENTED TO YOU		\$514
GENERAL LIABILITY PLUS		\$350
CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT		\$12

COMMERCIAL LINES POLICY DECLARATIONS (continued)

NAMED INSURED
VAN RAND CENTER OWNERS

POLICY NUMBER
CLP 8935662 11

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE FORM CG2425 1204

LIMITED FUNGI OR BACTERIA COVERAGE

FUNGI AND BACTERIA LIABILITY AGGREGATE LIMIT -

STATES OTHER THAN GEORGIA: \$25,000 AGGREGATE LIMIT

GEORGIA: \$ 50,000 AGGREGATE LIMIT

IF THERE ARE MULTIPLE STATES ON THE POLICY, THE AGGREGATE LIMIT FOR THIS POLICY IS EQUAL TO THE STATE WITH THE HIGHEST AGGREGATE LIMIT LISTED ABOVE.

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE FORM CG2144 0417

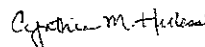
LIMITATION OF COVERAGE TO
DESIGNATED PREMISES, PROJECT OR OPERATION

PREMISES - SEE PREMISES ADDRESSES SHOWN IN THE SCHEDULE OF THIS
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PROJECT OR OPERATION -



PRESIDENT



SECRETARY

January 12, 2026
DATE

**Provisions Applicable To
CENTRAL INSURANCE COMPANY**



POLICY CONDITIONS

Central Mutual Holding Company has special regulations that apply by law to our organization, membership, policies and contracts. The following forms a part of your policy:

This policy is nonassessable. You are not subject to any contingent liability nor liable for any assessment.

The Board of Directors, at their discretion, may determine and pay you any unused premiums (dividends).

NOTICE OF ANNUAL MEETING

You are hereby notified that by virtue of this policy, you are a member of the Central Mutual Holding Company and are entitled to vote either in person or by proxy at all meetings of the members of our Company.

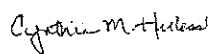
The annual meetings are held at our Home Office, located in Van Wert, Ohio, on the second Wednesday of May in each year at eight o'clock A.M.

PROVISIONS APPLICABLE TO CENTRAL INSURANCE COMPANIES

IN WITNESS WHEREOF, we have executed and attested this policy. If required by state law, this policy is not valid unless it is countersigned by our authorized representative.



President



Secretary

8935662

11 018

FA011426 000558 018 034 0010



**CENTRAL INSURANCE COMPANY
NAME CHANGE ENDORSEMENT**

This endorsement is made part of and should be kept with your policy.

Central Mutual Insurance Company changed its name to Central Insurance Company, therefore, any reference to Central Mutual Insurance Company shall be considered a reference to Central Insurance Company.

This endorsement does not affect or void any cancellation, non-renewal or reinstatement notice sent for any other reason or effective date.

All other terms of the policy remain unchanged.

8935662

11 019

FA011426 000558 019 034 0010



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR
RADIOLOGICAL TERRORISM; CAP ON COVERED
CERTIFIED ACTS LOSSES**



This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE *

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
----------	--

*** (Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

LIMITED EXCLUSION OF CERTIFIED ACTS OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or

3. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
4. Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.** or **B.2.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement, Declarations or Change Endorsement.

If a "certified act of terrorism" excluded under Paragraph **B.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Cap On Certified Terrorism Losses

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraph **B.** and to any loss or damage that is covered and to which the exception in Paragraph **C.** applies:

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

This Paragraph, **D.**, does not apply to insurance provided under the Crime And Fidelity Coverage Part.

E. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



OPERATING SYSTEM EVENT EXCLUSION

This Endorsement modifies insurance provided under the following:

CYBER SUITE COVERAGE FORM

In consideration of the premium charged, and notwithstanding anything contained in the cyber suite coverage to the contrary, it is understood and agreed that, with respect to Coverages A1. Data Compromise Response Expenses, A2. Computer Attack and Cyber Extortion and A6. Identity Recovery of the cyber suite coverage, we will not pay for costs or loss arising from an "operating system event".

The following definitions apply to this Endorsement, whether in singular or plural form.

1. **"Application Program"** means any computer software program that performs a particular function or task within the "computer operating system" for the end-user, including, but not limited to, database programs, web browsers, enterprise software, word processors, graphics software and media players.
2. **"Computer Operating System"** means "computer system" software that manages or administers computer hardware, software resources, or provides common services to run an "application program". "Computer operating system" does not include an "application program".
3. **"Essential Service"** means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.
4. **"Operating System Event"** means a single act of exploitation of, or a series of related, repeated or continuing acts of exploitation of, software vulnerabilities in a "computer operating system", including, but not limited to ransomware, wiper malware, computer worms, and computer viruses, the impact of which is of sufficient intensity, scale or effect to cause a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any "essential service" in that sovereign state; provided, however, a major detrimental impact on the functioning of a sovereign state shall not result from an attack, or a related series of attacks, solely impacting you. For purposes of this definition, the determination of whether an event constitutes a major detrimental impact on the functioning of a sovereign state will rely upon any available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to us.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIDESPREAD EVENT EXCLUSION

This Endorsement modifies insurance provided under the following:

CYBER SUITE COVERAGE FORM

In consideration of the premium charged, and notwithstanding anything contained in the cyber suite coverage to the contrary, it is understood and agreed that we will not pay for costs or loss under the cyber suite coverage arising from a "widespread event".

The determination of whether an event constitutes a "widespread event" will rely upon any available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to us.

The following definitions apply to this Endorsement, whether in singular or plural form.

1. **"Attack Vector"** means the method or combination of methods that are used in a "computer attack".
2. **"Related Computer Attack"** means a "computer attack" with:
 - a. The same actor or a coordinated group of actors;
 - b. The same "attack vector";
 - c. The same vulnerability; or
 - d. The common impacted vendor or group of impacted vendors as any other person or entity holding this cyber suite coverage through us.

"Related computer attack" does not include a "computer attack" which deceives or manipulates you to execute subsequent, intervening actions in order to constitute or cause the costs or loss.
3. **"Widespread Event"** means a "related computer attack" that impacts 250 other persons or entities holding this cyber suite coverage through us that is discovered, or should have been discovered, within 90 days of the first such person or entity discovering, or when the first such person or entity should have discovered, such "computer attack".

All other terms and conditions of this Policy remain unchanged.

8935662

11 022

FA011426 000558 022 034 0010



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER SUITE COVERAGE

This endorsement modifies the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

Coverage under this endorsement is subject to the following **SCHEDULE ***:

DATA COMPROMISE RESPONSE EXPENSES

Data Compromise

Response Expenses Limit: \$ 50,000
 Annual Aggregate

Sublimits

1st Party Named Malware \$ 50,000
Forensic IT Review: \$ 25,000
Legal Review: \$ 25,000
Public Relations: \$ 5,000
Regulatory Fines and Penalties: \$ 25,000
PCI Fines and Penalties: \$ 25,000
 Per Occurrence

Data Compromise Response

Expenses Deductible: \$ 1,000
 Per Occurrence

COMPUTER ATTACK and CYBER EXTORTION

Computer Attack Limit \$ 50,000
 Annual Aggregate

Sublimits

Loss of Business: \$ 25,000
Public Relations: \$ 5,000
Cyber Extortion: \$ 10,000
 Per Occurrence

Computer Attack and Cyber Extortion Deductible \$ 1,000
 Per Occurrence

DATA COMPROMISE LIABILITY

Data Compromise

Defense and Liability Limit: \$ 50,000
 Annual Aggregate

Sublimits

3rd Party Named Malware \$ 50,000
 Per Occurrence

Data Compromise

Defense and Liability Deductible: \$ 1,000
 Per Occurrence

NETWORK SECURITY LIABILITY

Network Security Liability Limit \$ 50,000
Annual Aggregate

Network Security Liability Deductible \$ 1,000
Per Occurrence

**ELECTRONIC MEDIA LIABILITY**

Electronic Media Liability Limit \$ 50,000
Annual Aggregate

Electronic Media Liability Deductible \$ 1,000
Per Occurrence

IDENTITY RECOVERY

Identity Recovery Limit \$ 25,000
Annual Aggregate per "Identity Recovery Insured"

Sublimits

**Lost Wages and Child and
Elder Care Expenses:** \$ 5,000
Mental Health Counseling: \$ 1,000
Miscellaneous Unnamed Costs: \$ 1,000

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)

Throughout this coverage endorsement (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Schedule above, Declarations or Change Endorsement of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Schedule above, Declarations or Change Endorsement.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a "personal data compromise"; and
- (2) Such "personal data compromise" took place in the "coverage territory"; and
- (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
- (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

- b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such “personal data compromise” and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the “personal data compromise” to “affected individuals” as covered under item (3) below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

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

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not “personally identifying information” or “personally sensitive information”.

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

(2) Legal Review

We will pay for a professional legal counsel review of the “personal data compromise” and how you should best respond to it.

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

(3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”. Services (c) and (d) below apply only to “affected individuals” from “personal data compromise” events involving “personally identifying information”.

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in (c) and (d) below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

As respects any “affected individual” who is or appears to be a victim of “identity theft” that

may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.



(5) Public Relations

We will pay for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

- (a) Promotions provided to any of your directors or employees; or
- (b) Promotion costs exceeding \$25 per "affected individual".

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

(7) PCI Fines and Penalties

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

2. Computer Attack and Cyber Extortion

- a. Computer Attack applies only if all of the following conditions are met:

- (1) There has been a "computer attack"; and
- (2) Such "computer attack" occurred in the "coverage territory"; and
- (3) Such "computer attack" is first discovered by you during the "policy period"; and
- (4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

- b. If the conditions listed in a. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

(1) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

(2) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

(3) System Restoration

We will pay your necessary and reasonable "system restoration costs".

(4) Loss of Business

We will pay your actual "business income and extra expense loss".

(5) Public Relations

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

- c. Cyber Extortion applies only if all of the following conditions are met:

- (1) There has been a "cyber extortion threat"; and

- (2) Such "cyber extortion threat" is first made against you during the "policy period"; and
- (3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.
- d. If the conditions listed in c. above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.
- e. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

3. Data Compromise Liability

- a. Data Compromise Liability applies only if all of the following conditions are met:
 - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:
 - (a) A "claim" brought by or on behalf of one or more "affected individuals"; or
 - (b) A "regulatory proceeding" brought by a governmental entity.
 - (2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:
 - (a) Took place during the "coverage term";
 - (b) Took place in the "coverage territory"; and
 - (c) Was submitted to us and insured under Data Compromise Response Expenses.
 - (3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on behalf of you:
 - (1) "Loss" directly arising from the "claim"; or
 - (2) "Defense costs" directly arising from a "regulatory proceeding".
- c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

4. Network Security Liability

- a. Network Security Liability applies only if all of the following conditions are met:
 - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:
 - (a) Took place during the "coverage term"; and
 - (b) Took place in the "coverage territory"; and
 - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on behalf of you "loss" directly arising from the "claim".
- c. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

5. Electronic Media Liability

- a. Electronic Media Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:

(a) Took place during the "coverage term"; and

(b) Took place in the "coverage territory"; and

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

- b. If the conditions listed in a. above have been met, then we will pay on behalf of you "loss" directly arising from the "claim".

- c. All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

6. Identity Recovery

- a. Identity Recovery applies only if all of the following conditions are met:

(1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this coverage endorsement; and

(2) Such "identity theft" took place in the "coverage territory"; and

(3) Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period"; and

(4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".

- b. If the conditions listed in a. above have been met, then we will provide the following to the "identity recovery insured":

(1) Case Management Service

We will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft";

and

(2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

B. EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.

2. War and military action including any of the following and any consequence of any of the following:

a. War, including undeclared or civil war;

b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.

3. Failure or interruption of or damage to the internet or an internet service provider.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered loss event.
9. Your reckless disregard for the security of your computer system or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.
16. The theft of a professional or business identity.
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
18. An "identity theft" that is not reported in writing to the police.

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the aggregate limit for each coverage section shown in the Schedule above, Declarations or Change Endorsement is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The aggregate limit shown in the Schedule above, Declarations or Change Endorsement applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Schedule above, Declarations or Change Endorsement.

The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the 1st Party Named Malware sublimit indicated for this coverage endorsement. For

the purpose of the 1st Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses aggregate limit shown in the Schedule above, Declarations or Change Endorsement. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the 3rd Party Named Malware sublimit indicated for this coverage endorsement. For the purpose of the 3rd Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the limit or limits applicable to the Data Compromise Defense and Liability coverage.

b. Computer Attack and Cyber Extortion Sublimits

The most we will pay under Computer Attack for Loss of Business, Public Relations and Cyber Extortion coverages for "loss" arising from any one "computer attack" is the applicable sublimit for each of those coverages shown in the Schedule above, Declarations or Change Endorsement. These sublimits are part of, and not in addition to, the Computer Attack Limit shown in the Schedule above, Declarations or Change Endorsement.

c. Identity Recovery Sublimits

The following provisions are applicable only to the Identity Recovery Coverage.

- (1) Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the aggregate limit for Identity Recovery.
- (2) Costs covered under item **d.** (Legal Costs) of the definition of "identity recovery expenses" are part of, and not in addition to, the aggregate limit for Identity Recovery.
- (3) Costs covered under item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Schedule above, Declarations or Change Endorsement. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- (4) Costs covered under item **g.** (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the Mental Health Counseling sublimit shown in the Schedule above, Declarations or Change Endorsement. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- (5) Costs covered under item **h.** (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Schedule above, Declarations or Change Endorsement. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

3. Application of Limits

- a.** A "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" was first discovered by you.

- b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

- 1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Schedule above, Declarations or Change Endorsement. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Schedule above, Declarations or Change Endorsement. You will be responsible for the applicable deductible amount.
- 2. The deductible will apply to all:
 - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion.
 - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
- 3. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this coverage endorsement.

2. Defense And Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- e. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- f. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:

(1) After entry of judgment; and

(2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.



3. Due Diligence

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

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

4. Duties in the Event of a Claim, Regulatory Proceeding or Loss

- a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:
 - (1) Anytime during the "policy period"; or
 - (2) Anytime during the extended reporting periods (if applicable).
- b. If a "claim" or "regulatory proceeding" is brought against you, you must:
 - (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
 - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
 - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" insured under this coverage endorsement, you and any involved "identity recovery insured" must see that the following are done:
 - (1) Notify the police if a law may have been broken.
 - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data

compromise", "identity theft", "computer attack" or "cyber extortion threat". Include a description of any property involved.

- (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" occurred.
- (4) As often as may be reasonably required, permit us to:
 - (a) Inspect the property proving the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat";
 - (b) Examine your books, records, electronic media and records and hardware;
 - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (d) Make copies from your books, records, electronic media and records and hardware.
- (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat". You must do this within 60 days after our request. We will supply you with the necessary forms.
- (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat".
- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "loss".
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including an your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

5. Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you will have the right to the following:
 - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this coverage endorsement; and
 - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this coverage endorsement.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any

other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

6. Identity Recovery Help Line

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-800-414-9912**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the coverage endorsement. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

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

7. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

8. Legal Advice

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

9. Other Insurance

If there is other insurance that applies to the same "loss" this coverage endorsement shall apply only as excess insurance after all other applicable insurance has been exhausted.

10. Pre-Notification Consultation

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

- a. The exact list of "affected individuals" to be notified, including contact information.
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

11. Service Providers

- a. We will only pay under this coverage endorsement for services that are provided by service providers

approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this coverage endorsement. We will not unreasonably withhold such approval.

- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
 - (1) Such alternate service provider must be approved by us;
 - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
 - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

12. Services

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

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

F. DEFINITIONS

- 1. **"Affected Individual"** means any person who is your current, former or prospective customer, client, patient, member, owner, student, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this coverage endorsement. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
 - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.

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

c. An "affected individual" may reside anywhere in the world.

2. **"Authorized Representative"** means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
3. **"Authorized Third Party User"** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Business Income and Extra Expense Loss"** means the loss of Business Income and Extra Expense actually incurred during the Period of Restoration.
- a. As used in this definition, Business Income means the sum of:
- (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
- b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
- c. As used in this definition, Period of Restoration means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
- (1) The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
 - (2) The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
6. **"Claim"**
- a. "Claim" means:
- (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
 - (2) A civil proceeding commenced by the filing of a complaint;
 - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or does submit with our consent;
 - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;
- arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.
- b. "Claim" does not mean or include:
- (1) Any demand or action brought by or on behalf of someone who is:
 - (a) Your director;
 - (b) Your owner or part-owner; or
 - (c) A holder of your securities,in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include

proceedings brought by such individuals in their capacity as “affected individuals”, but only to the extent that the damages claimed are the same as would apply to any other “affected individual”; or

- (2) A “regulatory proceeding”.
- c. Includes a demand or proceeding arising from a “wrongful act” that is a “personal data compromise” only when:
 - (1) The proceeding is brought by one or more “affected individuals”;
 - (2) The claimant alleges that one or more “affected individuals” suffered damages; and
 - (3) The “personal data compromise” giving rise to the proceeding was covered under Data Compromise Response Expenses section of this coverage endorsement, and you submitted a claim to us and provided notifications and services to “affected individuals” in consultation with us pursuant to Data Compromise Response Expenses in connection with such “personal data compromise”.
- 7. **“Computer Attack”** means one of the following involving the “computer system”:
 - a. An “unauthorized access incident”;
 - b. A “malware attack”; or
 - c. A “denial of service attack” against a “computer system”.
- 8. **“Computer System”** means a computer or other electronic hardware that is owned or leased by you and operated under your control.
- 9. **“Coverage Term”** means the increment of time:
 - a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this coverage endorsement and held immediately prior to this Cyber coverage; and
 - b. Ending upon the “termination of coverage”.
- 10. **“Coverage Territory”** means:
 - a. With respect to Data Compromise Response Expenses, Computer Attack and Cyber Extortion, and Identity Recovery, “coverage territory” means anywhere in the world.
 - b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, “coverage territory” means anywhere in the world, however “claims” must be brought within the United States (including its territories and possessions) or Puerto Rico.
- 11. **“Cyber Extortion Expenses”** means:
 - a. The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
 - b. Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat” when such expenses are necessary and reasonable and arise directly from a “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.
- 12. **“Cyber Extortion Threat”** means:
 - a. “Cyber extortion threat” means a demand for money from you based on a credible threat, or series of related credible threats, to:
 - (1) Launch a “denial of service attack” against the “computer system” for the purpose of denying “authorized third party users” access to your services provided through the “computer system” via

the Internet;

- (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
 - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
 - (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system".
- b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

13. "Data Re-creation Costs"

- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.

14. "Data Restoration Costs"

- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.

15. "Defense Costs"

- a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.

16. "Denial of Service Attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

17. "Electronic Media Incident" means an allegation that the display of information in electronic form by you on a website resulted in:

- a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts;

18. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity

recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

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

a. Re-Filing Costs

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".

b. Notarization, Telephone and Postage Costs

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft".

c. Credit Reports

Costs for credit reports from established credit bureaus.

d. Legal Costs

Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an "identity recovery insured".
- (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured".
- (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
- (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
- (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured".

e. Lost Wages

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".

(1) Such costs include:

- (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
- (b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

- (a) Costs to avoid, prevent or detect "identity theft" or other loss.
- (b) Money lost or stolen.
- (c) Costs that are restricted or excluded elsewhere in this coverage endorsement or policy.

20. "Identity Recovery Insured" means the following:

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

An "identity recovery insured" must always be an individual person. If the entity insured under this coverage endorsement is a legal entity, that legal entity is not an "identity recovery insured".

21. "Identity Theft"

- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

22. "Loss"

- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph **b.**
- b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph **b.**
- c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".
- d. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "loss" means "defense costs" and "settlement costs".
- e. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph **b.**

23. "Malware Attack"

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.
- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

24. **"Malware-Related Compromise"** means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.
25. **"Network Security Incident"** means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:
- The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
 - The unintended abetting of a "denial of service attack" against one or more other systems; or
 - The unintended loss, release or disclosure of "third party corporate data".
26. **"Personal Data Compromise"** means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
 - You; or
 - A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
 - "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
27. **"Personally Identifying Information"**
- "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.
 - "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
28. **"Personally Sensitive Information"**
- "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.
 - "Personally sensitive information" does not mean or include "personally identifying information".
29. **"Policy Period"** means the period commencing on the effective date shown in the Policy Declarations. The "policy period" ends on the expiration date or the cancellation date of this coverage endorsement,

whichever comes first.

30. "Property Damage" means

- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
- b. Loss of use of tangible property that is not physically injured.

31. "Regulatory Proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

32. "Settlement Costs"

- a. "Settlement costs" means the following, when they arise from a "claim":
 - (1) Damages, judgments or settlements; and
 - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
 - (3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Settlement costs" does not mean or include:
 - (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
 - (2) Punitive and exemplary damages;
 - (3) The multiple portion of any multiplied damages;
 - (4) Taxes; or
 - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this coverage endorsement, provided that such jurisdiction:
 - (1) Is where those fines, or penalties were awarded or imposed;
 - (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
 - (3) Is where you are incorporated or you have your principal place of business; or
 - (4) Is where we are incorporated or have our principal place of business.

33. "System Restoration Costs"

- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre-"computer attack" level of functionality:
 - (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your computer system.
- b. "System restoration costs" does not mean or include:
 - (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
 - (2) Labor costs of your employees or directors;

- (3) Any costs in excess of the actual cash value of your computer system; or
- (4) Costs to repair or replace hardware.

34. "Termination of Coverage" means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this coverage endorsement.

35. "Third Party Corporate Data"

- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this coverage endorsement which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

36. "Unauthorized Access Incident" means the gaining of access to a "computer system" by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

37. "Wrongful Act"

- a. With respect to Data Compromise Liability, "wrongful act" means a "personal data compromise".
- b. With respect to Network Security Liability, "wrongful act" means a "network security incident".
- c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM



This endorsement modifies insurance provided under the following:

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

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE *

Fungi And Bacteria Liability Aggregate Limit \$

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

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

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi or bacteria incident."
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi or bacteria incident," is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

C. The following are added to Section III - Limits of Insurance:

1. Subject to Paragraphs 2. and 3. of Section III - Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents." This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
2. Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III - Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

D. The following definitions are added to the Definitions Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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