

SERFF Tracking Number: ACEH-125391663 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07-PR-2007460
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: 07-PR-2007460
Project Name/Number: DigiTech Pro Supplemental Forms/07-PR-2007460

Filing at a Glance

Company: Westchester Fire Insurance Company

Product Name: 07-PR-2007460 SERFF Tr Num: ACEH-125391663 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: 07-PR-2007460 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 12/27/2007
Authors: Bob Wolfrom, Sharon Yacuzzo, Renice Cox, Viola McBride
Date Submitted: 12/18/2007 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: DigiTech Pro Supplemental Forms Status of Filing in Domicile: Authorized
Project Number: 07-PR-2007460 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/27/2007 Deemer Date:
State Status Changed: 12/27/2007
Corresponding Filing Tracking Number:
Filing Description:
The purpose of this filing is to submit new and revised independent endorsements to be used with our DigiTech Pro Digital Technology & Professional Liability Insurance Policy, PF-20636 (07/06), previously filed under ACE filing reference number 06-PR-326.

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Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

Westchester Fire Insurance Company	CoCode: 21121	State of Domicile: New York
1133 Avenue of the Americas	Group Code: 626	Company Type:
New York, NY 10036	Group Name:	State ID Number:
(215) 640-2324 ext. [Phone]	FEIN Number: 13-5481330	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Westchester Fire Insurance Company	\$50.00	12/18/2007	17152978

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/27/2007	12/27/2007

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Product Name: 07-PR-2007460
Project Name/Number: DigiTech Pro Supplemental Forms/07-PR-2007460

Disposition

Disposition Date: 12/27/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125391663 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	Amend Intellectual Property Exclusion W – Copyright of Software Code & Design	Approved	Yes
Form	Multiple Insuring Agreement Election Endorsement	Approved	Yes
Form	Electronic Media Activities Addendum	Approved	Yes
Form	Network Operations Security and Privacy Liability Addendum	Approved	Yes
Form	Territory Endorsement	Approved	Yes
Form	Gambling Lottery, Sweepstakes, Contests, Games Of Chance Exclusion	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amend Intellectual Property Exclusion W – Copyright of Software Code & Design	PF-20642a	(11/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-20642 (07/06) Previous Filing #: AR-PC-07-023049		Amend Intellectual Property Excl W_Copyright of Software Code Design_PF-20642a.pdf Amend Intellectual Property Excl W_Copyright of Software Code Design_PF-20642a(R).pdf
Approved	Multiple Insuring Agreement Election Endorsement	PF-21298a	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PF-21298 (11/06) Previous Filing #: AR-PC-07-023049		Multiple Insuring Agreement Election Endorsement_PF21298a.pdf Multiple Insuring Agreement Election Endorsement_PF21298a(

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Approval	Description	Policy Number	Effective Date	Action	Amount	File Name
Approved	Electronic Media Activities Addendum	PF-23094	(05/07)	Endorsement/Amendment/Conditions	0.00	Electronic Media Activities Addendum (Warrants)_PF23094.pdf
Approved	Network Operations Security and Privacy Liability Addendum	PF-23096	(05/07)	Endorsement/Amendment/Conditions	0.00	Network Operations Security+Privacy Liability Addendum (Warrants)_PF23096.pdf
Approved	Territory Endorsement	PF-23136	(09/07)	Endorsement/Amendment/Conditions	0.00	Territory Endorsement_PF23136.pdf
Approved	Gambling Lottery, Sweepstakes, Contests, Games Of Chance Exclusion	PF-23439	(11/07)	Endorsement/Amendment/Conditions	0.00	Gambling Exclusion_P F23439.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Amend Intellectual Property Exclusion W – Copyright of Software Code & Design

It is agreed that Section III, Exclusions, is amended by deleting Exclusion W in its entirety and inserting the following:

- alleging, based upon, arising out of or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, service mark, trade name, trademark or other intellectual property of any third party, or breach of any confidentiality agreement.

However, this exclusion shall not apply to that part of any **Claim** for the unintentional infringement of copyright solely with respect to software code and design.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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Amend Intellectual Property Exclusion W – Copyright of Software Code & Design

It is agreed that Section III, Exclusions, is amended by deleting Exclusion W in its entirety and inserting the following:

- alleging, based upon, arising out of or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, service mark, trade name, trademark or other intellectual property of any third party, or breach of any confidentiality agreement.

However, this exclusion shall not apply to that part of any **Claim** for the unintentional infringement of copyright solely with respect to software code and design.

All other terms and conditions of this **Policy** remain unchanged.

 Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Multiple Insuring Agreement Election Endorsement

It is agreed that the **Policy** is amended as follows:

a. The Declarations is amended as follows:

1. The following Item 10 is added to the Declarations:

Item 10. Coverage(s) Purchased (

- A. Technology and **Internet** Errors and Omissions Liability
- B. **Electronic Media Activities** Liability
- C. **Network Operations Security** Liability
- D. Privacy Liability

2. Item 3 is deleted and the following is inserted:

Item 3. Limit of Liability (including **Claims Expenses**):

Limit of Liability for **Claims** (applicable any and all **Claims** regardless of how many Coverage(s) are Purchased):

	<u>Each Claim</u>	<u>Aggregate</u>
	\$	\$
Regulatory Proceeding Sublimit of Liability	\$	\$

b. Section I, Insuring Agreement, is deleted in its entirety and the following is inserted:

INSURING AGREEMENTS

A. Technology and **Internet** Errors and Omissions Liability

If Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

B. **Electronic Media Activities** Liability

If Insuring Agreement B, **Electronic Media Activities** Liability coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

C. Network Operations Security Liability

If Insuring Agreement C, **Network Operations Security** Liability coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

D. Privacy Liability

The **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

c. Section II, Definitions, is amended as follows:

1. The following definitions are added:

- **Advertising** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated on any **Internet Website** on behalf of the **Named Insured**.
- **Advertising Services** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated by the **Insured** on the **Named Insured's Internet Website** on behalf of others.
- **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
- **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
- **Consumer Redress Fund** means a sum of money which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity directed at the **Insured** which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Electronic Content** means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to **Advertising** and **Advertising Services**, and including matter disseminated electronically on the **Insured's Internet Website**. However, **Electronic Content** shall not include data, text, sounds, images or similar matter incorporated into or otherwise a part of **Technology Products**.
- **Electronic Media Activities** means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of **Electronic Content** on the **Internet**, on behalf of the **Insured** or by the **Insured** for others.
- **Hacker Attack** means the **Unauthorized Use** of or **Unauthorized Access** to a **Computer System** other than the **Insured's Computer System**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.

- **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
- **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- **Personal Information** means an individual's name in combination with any one or more of the following:
 1. social security number;
 2. medical or healthcare date, or other protected health information;
 3. drivers license number or state identification number;
 4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account;
 5. other nonpublic **Personal Information** as defined in **Privacy Regulations**

Personal Information shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.

- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386); and
 4. other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
 - **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered **Claim** under Insuring Agreement D of this **Policy**.
 - **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
 - **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.
2. Subsection C, the definition of **Claim**, is amended by adding the following:
With respect to Insuring Agreement D only, **Claim** also means a **Regulatory Proceeding**, including any appeal therefrom.
 3. Subsection E, the definition of **Damages**, is amended by adding the following:
With respect to Insuring Agreement D, **Damages** shall also include a **Consumer Redress Fund**.
 4. Subsection Y, the definition of **Wrongful Act**, is deleted and the following is inserted:
 - Y. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offense actually or allegedly committed or attempted by any **Insured** in their capacity as such:
 1. With respect only to Insuring Agreement A, in:

- a. the **Insured's** rendering or failure to render **Technology Services** to others for a fee, or
 - b. the failure of the **Insured's Technology Products** to perform the function or serve the purpose intended.
2. With respect only to Insuring Agreement B, in the course of the provision of **Electronic Media Activities**, including:
 - a. any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;
 - b. invasion, infringement or interference with the right to privacy or publicity, including false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;
 - c. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances;
 - d. the infringement of copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
 - e. negligence with respect to the **Insured's** creation or dissemination of **Electronic Content**.
 3. With respect only to Insuring Agreement C, in the conduct of **Network Operations Security** that results in:
 - a. the failure to prevent **Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, that in turn results in:
 - i. the theft, alteration or destruction of data, or
 - ii. **Hacker Attacks** against third parties; or
 - iii. a **Breach of Privacy**;
 - b. the denial of authorized users' access to the **Insured's Computer System**, unless such denial of access is caused by a mechanical or electrical failure;
 - c. the failure to prevent the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
 - d. the failure to prevent the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
 4. With respect only to Insuring Agreement D, in
 - a. the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control:
 - i. **Personal Information** in any format; or
 - ii. third party corporate information in any format specifically identified as confidential and protected under a nondisclosure agreement or similar contract; or
 - b. an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**.
- d. Solely with respect to the **Electronic Media Activities** Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:
 1. The following exclusions are added:
 - alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected.

- alleging, based upon, arising out of or attributable to the **Insured's** failure to disclose the loss of **Personal Information** in violation of any law or regulation.
2. Exclusion W is deleted in its entirety.
 3. Exclusion D is deleted in its entirety and the following is inserted:
 - D. alleging, based upon, arising out of or attributable to the provision of **Technology Services, Electronic Media Activities** or **Technology Products**, for any entity if at the time these services were performed or products provided:
 1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
 2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held company.
- e. Solely with respect to the **Network Operations Security** Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:
1. Exclusion A is deleted in its entirety and the following is inserted :
 - A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**. However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. This exclusion shall not apply to **Wrongful Acts**, if such **Wrongful Acts** were not committed by, or with the knowledge of, any principal, partner, officer or director of the **Insured**.
 2. Exclusion O is deleted in its entirety and the following is inserted:
 - O. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, internet, cable, satellite, telecommunications or other infrastructure.

However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, internet, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack**.
- f. Solely with respect to the Privacy Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions is amended a follows:
1. Exclusion E is deleted with respect to any **Wrongful Act** expressly covered under Insuring Agreement D.
 2. Exclusion G is amended by adding the following:

However, with respect to any **Wrongful Act** expressly covered under Insuring Agreement D, this exclusion shall not apply to that portion of **Damages** or **Claims Expenses** allocated to a **Consumer Redress Fund**.
 3. Exclusion U is amended by adding the following:

However, with respect to any **Wrongful Act** expressly covered under Insuring Agreement D, this exclusion shall not apply to that portion of **Damages** or **Claims Expenses** allocated to a **Consumer Redress Fund**.
 4. The following exclusion is added:
 - alleging, based upon, arising out of or attributable to sections 605 (g) [§ 1681c] and 616 [§ 1681n] of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq or any other similar federal or statutory provisions.

g. Section VI, Limits of Liability, is amended as follows:

1. Subsection A, numbered paragraphs 1 and 2 are deleted and the following is inserted:

A. Limit of Liability for Insuring Agreement(s) Purchased

1. With respect to Insuring Agreements A, B, C and D:

- a. the Each **Claim** Limit of Liability stated in Item 3 of the Declarations (as set forth above in this endorsement) is the **Insurer's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, regardless of the number of Coverages purchased (as indicated in Item 10 of the Declarations).
- b. the Aggregate Limit of Liability stated in Item 3 of the Declarations (as set forth above in this endorsement) is the **Insurer's** maximum liability under this **Policy** for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, regardless of the number of Coverages purchased (as indicated in Item 10 of the Declarations).

2. Solely with respect to Insuring Agreement D,

- a. notwithstanding a and b of this section above, the Each **Claim Regulatory Proceeding** Sub-Limit of Liability stated in Item 3 of the Declarations is the **Insurer's** maximum liability under Insuring Agreement D for the sum of all **Damages** and all **Claims Expenses** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- b. notwithstanding a and b of this section above, the Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 3 the Declarations is the **Insurer's** maximum liability under Insuring Agreements D for the sum of all **Damages** and all **Claims Expenses** incurred because all **Regulatory Proceeding Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- c. notwithstanding a and b of this section above, the **Regulatory Proceeding** Sub-Limit of Liability does not apply to any **Consumer Redress Fund** and shall be part of and not in addition to the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Item 3 of the Declarations and will not increase the **Insurer's** Limit of Liability as provided therein.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Formatted Table

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Multiple Insuring Agreement Election Endorsement

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It is agreed that the **Policy** is amended as follows:

a. The Declarations is amended as follows:

1. The following Item 10 is added to the Declarations:

Item 10. Coverage(s) Purchased (☒):

- A. Technology and **Internet** Errors and Omissions Liability
- B. **Electronic Media Activities** Liability
- C. **Network Operations Security** Liability
- D. Privacy Liability

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2. Item 3 is deleted and the following is inserted:

Item 3. Limit of Liability (including **Claims Expenses**):

Limit of Liability for **Claims** (applicable any and all **Claims** regardless of how many Coverage(s) are Purchased):

<u>Each Claim</u>	<u>Aggregate</u>
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Regulatory Proceeding Sublimit of Liability \$

b. Section I, Insuring Agreement, is deleted in its entirety and the following is inserted:

INSURING AGREEMENTS

A. Technology and **Internet** Errors and Omissions Liability

If Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

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B. **Electronic Media Activities** Liability

If Insuring Agreement B, **Electronic Media Activities** Liability coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

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C. **Network Operations Security Liability**

If Insuring Agreement C, **Network Operations Security Liability** coverage, is purchased pursuant to Item 10 of the Declarations (as set forth above in this endorsement), the **Insurer** will pay **Damages** and **Claims Expenses** of the **Insured** which the **Insured** becomes legally obligated to pay by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section VIII, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

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D. **Privacy Liability**

The Insurer will pay Damages and Claims Expenses of the Insured which the Insured becomes legally obligated to pay by reason of a Claim first made against the Insured during the Policy Period and reported to the Insurer pursuant to Section VIII, Notice, for any Wrongful Acts taking place after the Retroactive Date and prior to the end of the Policy Period.

c. Section II, Definitions, is amended as follows:

1. The following definitions are added:

- **Advertising** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated on any **Internet Website** on behalf of the **Named Insured**.
- **Advertising Services** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated by the **Insured** on the **Named Insured's Internet Website** on behalf of others.
- **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
- **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
- **Consumer Redress Fund** means a sum of money which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity directed at the **Insured** which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Electronic Content** means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to **Advertising** and **Advertising Services**, and including matter disseminated electronically on the **Insured's Internet Website**. However, **Electronic Content** shall not include data, text, sounds, images or similar matter incorporated into or otherwise a part of **Technology Products**.
- **Electronic Media Activities** means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of **Electronic Content** on the **Internet**, on behalf of the **Insured** or by the **Insured** for others.
- **Hacker Attack** means the **Unauthorized Use** of or **Unauthorized Access** to a **Computer System** other than the **Insured's Computer System**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.

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- **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
- **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- **Personal Information** means an individual's name in combination with any one or more of the following:
 1. social security number;
 2. medical or healthcare date, or other protected health information;
 3. drivers license number or state identification number;
 4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account;
 5. other nonpublic **Personal Information** as defined in **Privacy Regulations**

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Personal Information shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.

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- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386); and
 4. other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered **Claim** under Insuring Agreement D of this **Policy**.
- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.

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2. Subsection C, the definition of **Claim**, is amended by adding the following:

With respect to Insuring Agreement D only, **Claim** also means a **Regulatory Proceeding**, including any appeal therefrom.

3. Subsection E, the definition of **Damages**, is amended by adding the following:

With respect to Insuring Agreement D, **Damages** shall also include a **Consumer Redress Fund**.

4. Subsection Y, the definition of **Wrongful Act**, is deleted and the following is inserted:

Y. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offense actually or allegedly committed or attempted by any **Insured** in their capacity as such:

1. With respect only to Insuring Agreement A, in:

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- a. the **Insured's** rendering or failure to render **Technology Services** to others for a fee, or
- b. the failure of the **Insured's Technology Products** to perform the function or serve the purpose intended.

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2. With respect only to Insuring Agreement B, in the course of the provision of **Electronic Media Activities**, including:

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- a. any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;
- b. invasion, infringement or interference with the right to privacy or publicity, including false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;
- c. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances;
- d. the infringement of copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
- e. negligence with respect to the **Insured's** creation or dissemination of **Electronic Content**.

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3. With respect only to Insuring Agreement C, in the conduct of **Network Operations Security** that results in:

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- a. the failure to prevent **Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, that in turn results in:

i. the theft, alteration or destruction of data, or

ii. **Hacker Attacks** against third parties; or

iii. a **Breach of Privacy**;

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- b. the denial of authorized users' access to the **Insured's Computer System**, unless such denial of access is caused by a mechanical or electrical failure;

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- c. the failure to prevent the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or

- d. the failure to prevent the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.

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4. With respect only to Insuring Agreement D, in

- a. the failure by the Insured or by an independent contractor for which the Insured is legally responsible to properly handle, manage, store, destroy or otherwise control:

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i. Personal Information in any format; or

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ii. third party corporate information in any format specifically identified as confidential and protected under a nondisclosure agreement or similar contract; or

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- b. an unintentional violation of the Insured's privacy policy that results in the violation of any Privacy Regulation.

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- d. Solely with respect to the Electronic Media Activities Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:

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1. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected.

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- alleging, based upon, arising out of or attributable to the **Insured's** failure to disclose the loss of **Personal Information** in violation of any law or regulation.
2. Exclusion W is deleted in its entirety.
 3. Exclusion D is deleted in its entirety and the following is inserted:
 - D. alleging, based upon, arising out of or attributable to the provision of **Technology Services, Electronic Media Activities** or **Technology Products**, for any entity if at the time these services were performed or products provided:
 1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
 2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held company.
 - e. Solely with respect to the **Network Operations Security** Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions, is amended as follows:
 1. Exclusion A is deleted in its entirety and the following is inserted :
 - A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**. However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. This exclusion shall not apply to **Wrongful Acts**, if such **Wrongful Acts** were not committed by, or with the knowledge of, any principal, partner, officer or director of the **Insured**.
 2. Exclusion O is deleted in its entirety and the following is inserted:
 - O. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, internet, cable, satellite, telecommunications or other infrastructure.

However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, internet, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack**.
 - f. Solely with respect to the Privacy Liability Insuring Agreement afforded by this endorsement, Section III, Exclusions is amended a follows:
 1. Exclusion E is deleted with respect to any **Wrongful Act** expressly covered under Insuring Agreement D.
 2. Exclusion G is amended by adding the following:
However, with respect to any **Wrongful Act** expressly covered under Insuring Agreement D, this exclusion shall not apply to that portion of **Damages** or **Claims Expenses** allocated to a **Consumer Redress Fund**.
 3. Exclusion U is amended by adding the following:
However, with respect to any **Wrongful Act** expressly covered under Insuring Agreement D, this exclusion shall not apply to that portion of **Damages** or **Claims Expenses** allocated to a **Consumer Redress Fund**.
 4. The following exclusion is added:
 - alleging, based upon, arising out of or attributable to sections 605 (g) [§ 1681c] and 616 [§ 1681n] of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq or any other similar federal or statutory provisions.

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g. Section VI, Limits of Liability, is amended as follows:

1. Subsection A, numbered paragraphs 1 and 2 are deleted and the following is inserted:

A. Limit of Liability for Insuring Agreement(s) Purchased

1. With respect to Insuring Agreements A, B, C and D:

a. the Each **Claim** Limit of Liability stated in Item 3 of the Declarations (as set forth above in this endorsement) is the **Insurer's** maximum liability under that Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, regardless of the number of Coverages purchased (as indicated in Item 10 of the Declarations).

b. the Aggregate Limit of Liability stated in Item 3 of the Declarations (as set forth above in this endorsement) is the **Insurer's** maximum liability under this **Policy** for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, regardless of the number of Coverages purchased (as indicated in Item 10 of the Declarations).

2. Solely with respect to Insuring Agreement D.

a. notwithstanding a and b of this section above, the Each **Claim Regulatory Proceeding Sub-Limit of Liability** stated in Item 3 of the Declarations is the **Insurer's** maximum liability under **Insuring Agreement D** for the sum of all **Damages** and all **Claims Expenses** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

b. notwithstanding a and b of this section above, the **Aggregate Regulatory Proceeding Sub-Limit of Liability** stated in Item 3 the Declarations is the **Insurer's** maximum liability under **Insuring Agreements D** for the sum of all **Damages** and all **Claims Expenses** incurred because all **Regulatory Proceeding Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.

c. notwithstanding a and b of this section above, the **Regulatory Proceeding Sub-Limit of Liability** does not apply to any **Consumer Redress Fund** and shall be part of and not in addition to the otherwise applicable **Each Claim** and **Aggregate Limits of Liability** stated in **Item 3** of the Declarations and will not increase the **Insurer's** Limit of Liability as provided therein.

All other terms and conditions of this **Policy** remain unchanged.

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ACE DigiTech ProSM
Digital Technology & Professional Liability
Insurance Policy
Electronic Media Activities Addendum

Applicant Information:

Applicant Name: _____

Business Address: _____

INSTRUCTIONS

Completion of this application may require input from your organization's risk management, information technology, finance, and legal departments. Additional space may be needed to provide complete answers.

- Please type or print answers clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
- Check Yes or No answers
- This form must be completed, dated and signed by an authorized officer of your firm.

A. Internet Activities

Activities performed over your company's Internet sites:

Please check all that apply.

- electronic publishing, marketing, dissemination, or distribution of original works
- advertising the products or services of other companies for a fee
- buying or selling of goods, products or services
- collection or transmission of sensitive financial information
- legal or financial advice
- medical or health advice
- other personal advice services such as counseling
- website services or products to international customers/subscribers
- auction, exchange, or hub services
- files for download
- bulletin board(s) or chat room(s) on your website
- gambling or adult entertainment services

B. Web-based Technical Services

Other web-based technical services provided by your company:

Please check all that apply.

- email services
- registration of domain names for others
- hosting or managed services
- act as an application service provider (ASP)
- installation, management or maintenance of digital certificates or other forms of authentication
- collaborative services via a VPN or extranet

C. Procedures for Information Management

1. Does your company use material provided by others, such as content, music, graphics or video stream, in your software or on your web site? Yes No
- a. If yes, do you always obtain written licenses and consent agreements for the use of these materials? Yes No
- b. If yes, please describe the process for obtaining written licenses and consent agreements for the use of these materials:

2. Please describe established procedures in place for the formal review of content/material for your web sites or Internet services:

3. Does your company have an established procedure for editing or removing from your website libelous or slanderous content, or content that infringes the intellectual property rights of others (copyrights, trademarks, trade names, etc.)? Yes No

4. Does your website, system or network request and capture third party information? Yes No

If yes, please check all that apply:

- customer/subscriber names and addresses
- credit or debit card numbers
- social security numbers
- credit history and ratings
- medical records or personal health information
- intellectual property of others
- bank records, investment data or financial transactions

5. Has legal counsel checked that your domain name(s) and metatags do not infringe on another's trademark? Yes No

6. Do new engineering, research and development employees and 'work for hire' contractors sign a statement to the effect that they will not distribute or use previous employer or client trade secrets? Yes No

7. Does your company have a written and posted privacy policy on your site(s)? Yes No

8. Does your company have a non-disclosure policy? Yes No

9. Is sensitive, personal or confidential information located behind a firewall?
If yes, are strict access controls in place? Yes No

10. Is encryption technology used when transmitting sensitive information? Yes No

11. Does your organization sell or share individual subscriber or user identifiable information with other internal or external entities? Yes No
-
-

D. Bulletin Board / Chat Room Administration

If you offer a bulletin board or chat room on your web site, please answer the following:

1. Who manages the bulletin board/chat room (in-house, subcontracted, etc.)?

2. If subcontracted, do you require, 'hold harmless' agreements for liabilities arising out of bulletin boards and/or chat rooms? Yes No
3. Can you remove any postings at your sole discretion? Yes No
4. Does the agreement with your ISP allow you to do so? Yes No

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

The undersigned authorized representative of the Applicant, based upon reasonable inquiry, warrants to the best of its knowledge that the statements set forth herein are true and include all material information.

The Applicant further warrants that if the information supplied on this application changes materially between the date of this application and the inception date of the policy, it will immediately notify the insurance company of the changes. It shall be agreed that this supplemental application shall be maintained on file by the insurance company, shall be deemed attached as if physically attached to the proposed policy and shall be considered as incorporated into and constituting a part of the application of the proposed policy. Signing of this application does not bind the Company to offer nor the Applicant to accept insurance.

Applicant's Signature:

(Must be signed by an Officer of the Applicant)

Print Name and Title

____/____/____
Date (Mo./Day/Yr.)



ACE DigiTech ProSM
Digital Technology & Professional Liability
Insurance Policy
Network Operations Security and Privacy Liability
Addendum

Applicant Information:

Applicant Name: _____

Business Address: _____

INSTRUCTIONS

Completion of this application may require input from your organization’s risk management, information technology, finance, and legal departments. Additional space may be needed to provide complete answers.

- Please type or print answers clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print “N/A” in the space.
- Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
- Check Yes or No answers
- This form must be completed, dated and signed by an authorized officer of your firm.

Please complete with the assistance of the Chief Security Officer and the Chief Information Officer.

A. Information Officer(s) Contact Information

Chief Information Officer: _____

Telephone: _____

E-Mail Address: _____

Information Security Officer or Manager:

Telephone: _____

Email Address: _____

B. Network Equipment

1. Approximate number of servers on your network: _____
2. Number of locations where servers are located: _____
3. Approximate number of external IP addresses on your network: _____
4. Average number of average daily hits to your website: _____

C. Third Party Service Providers

Please identify third party vendor(s) providing any of the following services.

Internet Service/Access: _____
Website Hosting: _____
Collocation Services: _____
Managed Security Services: _____
Broadband ASP Services: _____
Software ASP Services: _____
Security ASP Services: _____

D. Security Management

1. Do you have written policies in place which address:
 - Network security? Yes No
 - Appropriate use of network resources and the Internet? Yes No
 - Appropriate use of email? Yes No
2. Is there an organizational manager who is directly responsible for information security compliance operations? Yes No
3. Is there a program in place for employee awareness of the security policy? Yes No

E. Security Assessments

1. Has a network security assessment or audit been conducted within the past 12 months? Yes No

If yes when was the audit completed? _____
Please attach copy of audit.
- 2.. Were all recommendations from the audit complied with? Yes No

If no, please identify areas where recommendations have not been complied with, with reason(s) for noncompliance:

3. Do you conduct periodic intrusion detection, penetration or vulnerability testing? Yes No

If yes, please detail what is done and who performs this work:

F. Firewall Management

1. Is firewall technology used at all Internet points-of-presence to prevent unauthorized access to internal networks? Yes No

If so, please describe brand name(s), model(s):

G. Antivirus Software

1. Does your company use antivirus software on all desktops, portable computers and mission critical servers? Yes No

If so, please identify brand name(s), model(s):

2. Are antivirus applications updated in accordance with the software provider's requirements? Yes No

If yes, how often?

H. Software Maintenance

1. Is there an individual or internal organization responsible for the application of vendor-released patches and software fixes?? Yes No

If yes, please identify (name/title):

2. Are patches implemented on network appliances (routers, bridges, firewalls, etc.) to mitigate current vulnerabilities? Yes No

If yes, how often are patches installed?

I. Data and Systems Backups

1. Are your systems backed up on a daily (or more regular) basis? Yes No

If not, how often are systems backed up?

2. Are data backups stored offsite? Yes No

3. Are data recover and restoration procedures tested? Yes No

If yes, how frequently?

J. System and Security Logs

1. Do you actively maintain system logs on all mission-critical servers and appliances? Yes No

2. Do you actively maintain security logs on all mission-critical servers and appliances? Yes No

3. Are logs regularly checked for irregularities, intrusions or violations? Yes No

If yes, how often are logs checked, and who hold this responsibility?

K. Password Maintenance

- 1. Are documented procedures in place for user and password management? Yes No
If yes, are they monitored for compliance? Yes No
- 2. Are users required to use non-trivial passwords of at least six characters? Yes No

L. Physical Security

- 1. Are your dedicated computer rooms physically protected? Yes No
If yes, describe the protection (e.g. sprinkler systems, burglar alarms, etc.)

- 2. How is access controlled or limited?

M. Disaster Recovery / Business Continuity Planning

- 1. Are system backup and recovery procedures documented and tested for all mission-critical systems? Yes No
- 2. Do you have a written disaster recovery and business continuity plan for your network? Yes No
- 3. Is the plan tested? Yes No
If yes, describe frequency of testing: _____

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

The undersigned authorized representative of the Applicant, based upon reasonable inquiry, warrants to the best of its knowledge that the statements set forth herein are true and include all material information.

The Applicant further warrants that if the information supplied on this application changes materially between the date of this application and the inception date of the policy, it will immediately notify the insurance company of the changes. It shall be agreed that this supplemental application shall be maintained on file by the insurance company, shall be deemed attached as if physically attached to the proposed policy and shall be considered as incorporated into and constituting a part of the application of the proposed policy. Signing of this application does not bind the Company to offer nor the Applicant to accept insurance.

Applicant's Signature:

(Must be signed by an Officer of the Applicant)

Print Name and Title

____/____/____
Date (Mo./Day/Yr.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Territory Endorsement

It is agreed that Section XIV, Territory and Valuation, is amended by deleting subsection B in its entirety and inserting the following:

- B. Coverage provided under this **Policy** shall extend to **Wrongful Acts** and **Claims** taking place, brought or maintained anywhere in the world, where legally permissible.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Gambling Lottery, Sweepstakes, Contests, Games Of Chance Exclusion

It is agreed that Section III, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of, or attributable to any actual or alleged gambling, lottery, sweepstakes, contest or game of chance, including over-redemption resulting therefrom.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SERFF Tracking Number: ACEH-125391663 *State:* Arkansas
Filing Company: Westchester Fire Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 07-PR-2007460
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability
Product Name: 07-PR-2007460
Project Name/Number: DigiTech Pro Supplemental Forms/07-PR-2007460

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125391663 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07-PR-2007460
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
Liability
Product Name: 07-PR-2007460
Project Name/Number: DigiTech Pro Supplemental Forms/07-PR-2007460

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/27/2007

Comments:

Attachments:

NAIC Transmittal - AR.pdf
NAIC Forms Schedule.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 12/27/2007

Comments:

Attachment:

Explanatory Memo (ROS) 07-PR-2007460.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Westchester Fire Insurance Company	PA	21121	13-5481330

5. Company Tracking Number	07-PR-2007460
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox	Regulatory Specialist	(215) 640-4876		Renice.Cox@ace-ina.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Renice Cox		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Professional Errors & Omissions Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	DigiTech Pro Supplemental Forms
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: Upon approval Renewal: Upon approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	12/18/2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-PR-2007460
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to submit new and revised independent endorsements to be used with our DigiTech Pro Digital Technology & Professional Liability Insurance Policy, PF-20636 (07/06), previously filed under ACE filing reference number 06-PR-326.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-PR-2007460			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Intellectual Property Exclusion W – Copyright of Software Code & Design	PF-20642a (11/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PF-20642 (07/06)	215557
02	Multiple Insuring Agreement Election Endorsement	PF-21298a (05/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PF-21298 (11/06)	215557
03	Electronic Media Activities Addendum	PF-23094 (05/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Network Operations Security and Privacy Liability Addendum	PF-23096 (05/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Territory Endorsement	PF-23136 (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Gambling Lottery, Sweepstakes, Contests, Games Of Chance Exclusion	PF-23439 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

ACE GROUP OF INSURANCE COMPANIES

**Westchester Fire Insurance Company
ACE DigiTech Pro Digital Technology & Professional Liability
Explanatory Memorandum**

The purpose of this filing is to submit new and revised independent endorsements to be used with our DigiTech Pro Digital Technology & Professional Liability Insurance Policy, PF-20636 (07/06), previously filed under ACE filing reference number 06-PR-326. Please refer to the attached Reference Filing Numbers exhibit for prior state filing numbers, if applicable. All previously filed and approved versions of these forms will be replaced by the amended forms upon approval by the Department. Endorsements that have rating impact are rated in accordance with the DigiTech Pro Digital Technology and Professional Liability Company Manual and Rating Plan currently on file and previously approved by your Department.

Please see the attached forms list for details of the changes. Marked up versions of the amended endorsements are provided for your reference.

We wish to implement this filing for all new and renewal policies effective upon your approval.