

SERFF Tracking Number: TRVD-125248656 State: Arkansas  
 First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025666  
 Company Tracking Number: 2007-05-0076  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
 Product Name: Technology Policy Program CyberTech+  
 Project Name/Number: CyberTech+/2007-05-0076

## Filing at a Glance

Companies: St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company

Product Name: Technology Policy Program CyberTech+ SERFF Tr Num: TRVD-125248656 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: AR-PC-07-025666  
 Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: 2007-05-0076 State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Carrie Acuna, Carol Letendre Disposition Date: 08/16/2007

Date Submitted: 08/02/2007 Disposition Status: Withdrawn

Effective Date Requested (New): 09/03/2007

Effective Date (New):

Effective Date Requested (Renewal): 09/03/2007

Effective Date (Renewal):

## General Information

Project Name: CyberTech+

Status of Filing in Domicile: Authorized

Project Number: 2007-05-0076

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 08/16/2007

State Status Changed: 08/02/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This filing consists of six (6) revised and nine (9) new forms and endorsements which are being filed for use with our Technology CyberTech + program. The changes to the revised forms are editorial in nature unless otherwise identified in the enclosed Filing Memorandum.

Please refer to the enclosed Filing Memorandum and Index of Forms for explanation and identification of the forms and endorsements included in this filing.

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## Company and Contact

### Filing Contact Information

Carol Letendre, Senior Regulatory Analyst CLETENDR@travelers.com  
 385 Washington Street (651) 310-7110 [Phone]  
 St. Paul, MN 55102 (651) 310-4361[FAX]

### Filing Company Information

St. Paul Fire and Marine Insurance Company	CoCode: 24767	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0406690	

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St. Paul Guardian Insurance Company	CoCode: 24775	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0963301	

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St. Paul Mercury Insurance Company	CoCode: 24791	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0881659	

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Fire and Marine Insurance Company	\$50.00	08/02/2007	14922333
St. Paul Guardian Insurance Company	\$0.00	08/02/2007	

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St. Paul Mercury Insurance Company \$0.00 08/02/2007



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	08/16/2007	08/16/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	08/02/2007	08/02/2007	Carol Letendre	08/16/2007	08/16/2007

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## Disposition

Disposition Date: 08/16/2007

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

Comment: Dear Carol...

FYI....

We have now approved an exemption order for Technology, AID Order # 2007-033, allowing defense within the limits of liability on all risks with minimum limit of liability of \$1,000,000 or greater. If you wish to re-submit with the Extended Reporting Period changes, the filing could now be approved.

Thanks!

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	No
Supporting Document	AR Cover Letter	Withdrawn	No
Supporting Document	Form Filing Memorandum	Withdrawn	No
Supporting Document	Index of Forms	Withdrawn	No
Form	Cybertech+ General Provisions Liability	Withdrawn	No
Form	Cybertech+ Communications and Media Liability Protection Claims Made	Withdrawn	No
Form	Cybertech+ Network and Information Security Liability Protection Claims Made	Withdrawn	No
Form	Cybertech+ Technology Errors and Omissions Liability Protection Claims-Made	Withdrawn	No
Form	Cybertech+ Coverage Summary Liability	Withdrawn	No
Form	Defense Expenses Outside of Limits and Deductibles Endorsement Cybertech+ General Provisions Liability	Withdrawn	No
Form	Technology Prior Personal Injury and Advertising Injury Coverage Endorsement	Withdrawn	No
Form	Claims Or Suits By Protected Persons Against Protected Persons Exclusion Endorsement Cybertech+ General Provisions - Liability	Withdrawn	No
Form	Crisis Management Service Expenses Coverage Endorsement Cybertech+ Communications And Media Liability	Withdrawn	No
Form	Crisis Management Service Expenses CoverageEndorsement Cybertech+ Network and Information Security Liability	Withdrawn	No
Form	Crisis Management Service Expenses Coverage Endorsement Cybertech+ Technology Errors And Omissions Liability	Withdrawn	No
Form	Premium Adjustment Summary Cybertech+	Withdrawn	No

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<b>Form</b>	Copyright Software Infringement Endorsement CyberTech+ Technology Errors and Omissions Liability Protection Claims Made	Withdrawn	No
<b>Form</b>	Extended Definition Of Network and Information Security Wrongful Act Endorsement Cybertech+ Network and Information Security Liability	Withdrawn	No
<b>Form</b>	Security Breach Notification Expenses Coverage Expenses Coverage Endorsement Cybertech+	Withdrawn	No

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 08/02/2007  
Submitted Date 08/02/2007

Respond By Date

Dear Carol Letendre,

This will acknowledge receipt of the captioned filing.

This program contains defense within the limits of liability. AID Order 2007-033 for Technology does allow exemption from AR Code Anno. 23-79-307 (5) (A) for all limits of \$1,000,000 or greater with a signed consent form of acknowledgement. Please confirm that for all risks written on the defense within limits basis, you will adhere to the requirements of AID Order 20-07-033.

Please refer to Form L0609, page 6, paragraph 2, the 2nd bulleted paragraph and the 4th bulleted paragraph. In #2, you may not refuse either extended reporting period for termination due to non-payment of premium or premium owed, and in #4, you may not refuse either ERP for deductibles owed. Please amend.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 08/16/2007  
Submitted Date 08/16/2007

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Dear Ms. Roberts:

Please be advised that we are withdrawing this filing without prejudice to a resubmission at a later date. The time you



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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Cybertech+ General Provisions Liability	L0609	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 L0609 5-06 Previous Filing #: 2006-05-0071		L0609 6-07.PDF
Withdrawn	Cybertech+ Communications and Media Liability Protection Claims Made	L0610	06-07	Policy/Coverage Form	Replaced Form #:0.00 L0610 5-06 Previous Filing #: 2006-05-0071		L0610 6-07.PDF
Withdrawn	Cybertech+ Network and Information Security Liability Protection Claims Made	L0611	06-07	Policy/Coverage Form	Replaced Form #:0.00 L0611 5-06 Previous Filing #: 2006-05-0071		L0611 6-07.PDF
Withdrawn	Cybertech+ Technology Errors and Omissions Liability Protection Claims-Made	L0612	06-07	Policy/Coverage Form	Replaced Form #:0.00 L0612 5-06 Previous Filing #: 2006-05-0071		L0612 6-07.PDF
Withdrawn	Cybertech+ Coverage Summary Liability	L0613	06-07	Policy/Coverage Form	Replaced Form #:0.00 L0613 5-06 Previous Filing #: 2006-05-0071		L0613 6-07.PDF
Withdrawn	Defense Expenses Outside of Limits and Deductibles Endorsement	L0623	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 L0623 5-06 Previous Filing #: 2006-05-0071		L0623 6-07.PDF

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Product Name: Technology Policy Program CyberTech+  
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Cybertech+  
 General  
 Provisions  
 Liability

Withdrawn	Technology Prior Personal Injury and Advertising Injury Coverage Endorsement	G0668	06-07	Endorsement/Amendment/Conditions	New	0.00	G0668 6-07.PDF
Withdrawn	Claims Or Suits By Protected Persons Against Protected Persons Exclusion Endorsement Cybertech+ General Provisions - Liability	L0765	06-07	Endorsement/Amendment/Conditions	New	0.00	L0765 6-07.PDF
Withdrawn	Crisis Management Service Expenses Coverage Endorsement Cybertech+ Communications And Media Liability	L0766	06-07	Endorsement/Amendment/Conditions	New	0.00	L0766 6-07.PDF
Withdrawn	Crisis Management Service Expenses Coverage Endorsement Cybertech+	L0767	6-07	Endorsement/Amendment/Conditions	New	0.00	L0767 6-07.PDF

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Network and  
 Information  
 Security Liability

Withdrawn	Crisis Management Service Expenses Coverage Endorsement Cybertech+ Technology Errors And Omissions Liability	L0768	6-07	Endorsement/Amendment/Conditions	0.00	L0768 6-07.PDF
Withdrawn	Premium Adjustment Summary Cybertech+	L0769	6-07	Declaration News/Schedule	0.00	L0769 6-07.PDF
Withdrawn	Copyright Software Infringement Endorsement CyberTech+ Technology Errors and Omissions Liability Protection Claims Made	L0770	6-07	Endorsement/Amendment/Conditions	0.00	L0770 6-07.PDF
Withdrawn	Extended Definition Of Network and Information Security Wrongful Act Endorsement Cybertech+ Network and	L0771	6-07	Endorsement/Amendment/Conditions	0.00	L0771 6-07.PDF

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Information  
 Security Liability

Withdrawn	Security Breach	L0772	6-07	Endorseme New	0.00	L0772 6-
	Notification			nt/Amendm		07.PDF
	Expenses			ent/Condi		
	Coverage			ons		
	Expenses					
	Coverage					
	Endorsement					
	Cybertech+					



**CYBERTECH<sup>+</sup>  
GENERAL PROVISIONS - LIABILITY**

This form contains provisions that apply to each of your CyberTech<sup>+</sup> insuring agreements that is part of your policy. Some of these provisions contain terms that have or include defined meanings shown in this form or in one or more of your CyberTech<sup>+</sup> insuring agreements. Such terms with defined meanings shown in this form are listed in the List Of Terms With Defined Meanings Shown In This Form section, which also shows where in this form their defined meanings are located. Such terms with defined meanings shown in any of your CyberTech<sup>+</sup> insuring agreements are listed in each such insuring agreement's List Of Terms With Defined Meanings Shown In This Agreement section, which also shows where in that agreement their defined meanings are located. We'll consider each term that has or includes a defined meaning shown in any of your CyberTech<sup>+</sup> insuring agreements, when used in this form, to have or include the defined meaning shown for that term in the insuring agreement that applies. This form and your CyberTech<sup>+</sup> insuring agreements should be read carefully to determine the extent of the coverage provided to you and other protected persons.

**Important note: Each of your CyberTech<sup>+</sup> insuring agreements that is a part of your policy is a claims-made and reported insuring agreement that includes defense expenses within the limits of coverage.**

<b>Table of Contents</b>	<b>Page</b>	<b>When We're Prohibited From Paying Damages On Behalf Of A Protected Person</b>	<b>4</b>
This Table of Contents lists:		<b>Additional Payments</b>	<b>4</b>
• the major sections of this form; and		Our expenses.	5
• the exclusions in the Exclusions - What Your CyberTech <sup>+</sup> Insuring Agreements Won't Cover section.		Bonds to release property.	5
Each listed section and exclusion begins on the page shown for it.		Expenses incurred by protected persons at our request.	5
However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:		Taxed costs.	5
• delete, or change the name of, any of the sections or exclusions in this form; or		Prejudgment interest.	5
• add another section or exclusion to this form.		Postjudgment interest.	5
		Appeal bonds.	5
<b>Defense Of Claims Or Suits</b>	<b>2</b>	<b>When And How The Limited Reporting Period And The Extended Reporting Period Apply</b>	<b>5</b>
Right and duty to defend a protected person.	2	When the limited reporting period will apply.	5
Right to defend an indemnitee.	3	How the limited reporting period applies.	5
Transfer of control of defense.	4	When and how an extended reporting period can be added.	5
Right to appeal a judgment against a protected person.	4	How the extended reporting period applies.	6
		How we'll figure the additional premium for the extended reporting period.	6

<b>Where Your CyberTech<sup>+</sup> Insuring Agreements Cover</b>	<b>6</b>	<b>Other Insurance</b>	<b>12</b>
<b>Who Is Protected Under Your CyberTech<sup>+</sup> Insuring Agreements</b>	<b>6</b>	<b>Currency Conversion</b>	<b>13</b>
Individual.	6	<b>Limitations On Our Representations And Responsibility</b>	<b>13</b>
Partnership or joint venture.	6	<b>List Of Terms With Defined Meanings Shown In This Form</b>	<b>14</b>
Limited liability company.	6		
Corporation or other organization.	6		
Employees.	7		
Legal representatives of certain protected persons.	7		
Newly acquired or formed organizations.	7	<b>Defense Of Claims Or Suits</b>	
Persons or organizations as required by written contract.	7		
Unnamed subsidiaries.	8	<b>Right and duty to defend a protected person.</b>	
Separation of protected persons.	8	We'll have the right and duty to defend any protected person against a claim or suit seeking damages for loss covered by one or more of your CyberTech <sup>+</sup> insuring agreements if no other insurance applies that provides for a duty to defend the claim or suit.	
<b>Limits Of Coverage</b>	<b>8</b>	We'll also have the right and duty to defend any protected person against a suit seeking injunctive relief for loss covered by one or more of your CyberTech <sup>+</sup> insuring agreements if no other insurance applies that provides for a duty to defend the suit.	
Total limit.	8		
Each wrongful act limit.	8		
How the limits of coverage apply if the total limit is left blank.	8		
How the limits of coverage apply to the limited and extended reporting periods.	8		
<b>Deductibles</b>	<b>9</b>		
Each wrongful act deductible.	9		
Total deductible.	9		
Repayment of deductible.	9		
<b>Exclusions - What Your CyberTech<sup>+</sup> Insuring Agreements Won't Cover</b>	<b>9</b>	We'll have such rights and duties even if all of the allegations of such claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.	
Exclusions Applying To All Of Your CyberTech <sup>+</sup> Insuring Agreements	9		
Advertising injury.	9		
Bodily injury.	10	We'll have the right to investigate any wrongful act and to investigate and settle any claim or suit to the extent that we believe is proper. This includes the right to settle any claim or suit within:	
Claims or suits by certain persons or organizations.	10	• any deductible that applies; or	
Claims or suits by protected persons against protected persons.	10	• the available limit of coverage.	
Contract liability.	10		
Credits or voluntary payments.	10		
Criminal, dishonest, fraudulent, or malicious wrongful acts or knowing violations of rights or laws.	10		
Employment-related practices.	11	Our duty to defend protected persons ends when we have used up the limit of coverage that applies with the payment of:	
Government demands or proceedings.	11	• judgments;	
Injunctive relief.	11	• settlements; or	
Multiplied damages.	11	• defense expenses.	
Nuclear energy.	11		
Personal injury.	11		
Pollution.	12		
Pollution work, loss, cost, or expense.	12	When we defend a claim or suit against a protected person, we'll pay for reasonable defense expenses. Payment of such defense expenses will reduce the available limits of coverage. We explain how in the Limits Of Coverage section.	
Professional services.	12		
Unnamed partnership or joint venture.	12		
Exclusions Applying Only To Coverage Provided By Any One Of Your CyberTech <sup>+</sup> Insuring Agreements	12		

If the laws or rules of a country or jurisdiction prohibit us from fulfilling our duty to defend a protected person, the protected person will be responsible for providing that defense. We'll repay that protected person for the reasonable defense expenses incurred to provide such defense. Such payments will reduce the available limits of coverage. Our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of:

- judgments;
- settlements; or
- defense expenses.

*Protected person* means any person or organization that qualifies as a protected person under the Who Is Protected Under Your CyberTech+ Insuring Agreements section.

*Claim* means a demand that seeks damages.

*Suit* means a civil proceeding that seeks damages or injunctive relief, including:

- an arbitration proceeding for damages or injunctive relief to which the protected person must submit or submits with our consent; and
- any other alternative dispute resolution proceeding for damages or injunctive relief to which the protected person submits with our consent.

*Wrongful act* means any of the following:

- Errors and omissions wrongful act, if the CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made is part of your policy.
- Network and information security wrongful act, if the CyberTech+ Network And Information Security Liability Protection - Claims-Made is part of your policy.
- Communications and media wrongful act, if the CyberTech+ Communications And Media Liability Protection - Claims-Made is part of your policy.

*Your CyberTech+ insuring agreements* means the following insuring agreements that you have purchased, as shown in the Coverage Summary:

- CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made.

- CyberTech+ Network And Information Security Liability Protection - Claims-Made.
- CyberTech+ Communications And Media Liability Protection - Claims-Made.

*Defense expenses* means any of the following fees, costs, or expenses that result directly from the investigation, defense, or appeal of a specific claim or suit:

- Fees, costs, or expenses of hired or appointed attorneys.
- The costs of proceedings involved in the suit, including court reporter's, arbitrator's, or mediator's fees.
- Independent expert's or special investigator's fees, costs, or expenses.

But we won't consider any of the following to be defense expenses:

- Our expenses, including salaries, wages, or travel expenses of our employees, other than fees, costs, or expenses incurred by attorneys employed by us in connection with a specific claim or suit.
- Fees, costs, or expenses of independent adjusters or attorneys for adjusting claims.
- Fees, costs, or expenses for coverage opinions.
- Payments we make under the Right to appeal a judgment against a protected person section.
- Our recovery expenses, as explained in the Recovering Damages From A Third Party section in your General Rules, which is a part of your policy.

**Right to defend an indemnitee.** If you have:

- assumed liability of an indemnitee to pay damages for loss sustained by others under a contract or agreement made before the wrongful act, including any part of related wrongful acts, that caused the loss was committed; and
- agreed under the same contract or agreement to defend, or pay for the defense of, that indemnitee against a claim or suit for such loss covered by one or more of your CyberTech+ insuring agreements;

we'll have the right, but not the duty, to defend that indemnitee against that claim or suit as if it were a protected person under the Right and duty to defend a protected person section. Payment of such defense expenses will reduce the available limits of coverage.

*Indemnitee* means any person or organization that you have agreed under a contract or agreement to indemnify or hold harmless.

*Related wrongful acts* means any of the following:

- Related errors and omissions wrongful acts, if the CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made is part of your policy.
- Related network or information security wrongful acts, if the CyberTech+ Network And Information Security Liability Protection - Claims-Made is part of your policy.
- Related communications and media wrongful acts, if the CyberTech+ Communications And Media Liability Protection - Claims-Made is part of your policy.

**Transfer of control of defense.** Before the available limit of coverage is used up, you may take over control of the defense, including the appeal, of any outstanding claim or suit previously reported to us if:

- we and you agree; or
- a court orders you to do so.

If the available limit of coverage is used up, we'll notify you as soon as we can of all outstanding claims or suits, so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or suit to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we don't waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of coverage is used up.

**Right to appeal a judgment against a protected person.** We'll have the right to appeal a judgment that we don't have a duty to appeal. But only if the judgment:

- includes damages for loss covered by one or more of your CyberTech+ insuring agreements;
- is awarded in a suit for which we defend a protected person; and
- is awarded against the protected person.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All expenses we incur.
- All reasonable expenses that any protected person incurs at our request while helping us with the appeal, other than the cost of appeal bonds.
- The cost of any required appeal bond. But only for that part of the judgment that is for damages for loss covered by any of your CyberTech+ insuring agreements and is within the available limit of coverage. However, we'll pay, or reimburse the protected person for, the cost of a higher appeal bond if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.
- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply.

### **When We're Prohibited From Paying Damages On Behalf Of A Protected Person**

If the laws or rules of a country or jurisdiction prohibit us from paying, on behalf of a protected person, amounts that protected person must pay as damages for covered loss, that protected person may pay such damages with our consent.

If the protected person gives us proof of such payments, we'll repay that protected person for such damages. However, we'll only repay the protected person for such damages up to the limit of coverage that applies.

### **Additional Payments**

We'll have the duty to make only the payments described below, in addition to the limits of coverage, in connection with any claim or suit against a protected person when we:

- investigate or settle the claim or suit;
- defend the protected person against the claim or suit; or

- pay our part of a judgment.

Our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of:

- judgments;
- settlements; or
- defense expenses.

**Our expenses.** We'll pay all expenses, other than defense expenses, we incur.

**Bonds to release property.** We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

**Expenses incurred by protected persons at our request.** We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than \$1,000 per day for earnings actually lost by the protected person because of time taken off from work.

**Taxed costs.** We'll pay all costs taxed against any protected person for covered loss in a suit.

**Prejudgment interest.** We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of that offer.

**Postjudgment interest.** We'll pay the interest that accumulates on the full amount of the judgment against the protected person from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment. But if we don't pay part of the judgment for any reason other than it's more than the limit of coverage that applies, we won't pay the postjudgment interest that accumulates on that part of the judgment.

**Appeal bonds.** If we have the duty to appeal a judgment that includes damages for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements, and you agree we can appeal that judgment, we'll pay the cost of any appeal bond required for that appeal.

But only for that part of the judgment that is for damages for loss covered by any of your CyberTech<sup>+</sup> insuring agreements and is within the available limit of coverage. However, we'll pay, or reimburse the protected person for, the cost of a higher appeal bond if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond. The results of an appeal won't change the limits of coverage that apply.

### **When And How The Limited Reporting Period And The Extended Reporting Period Apply**

#### **When the limited reporting period will apply.**

The limited reporting period will automatically apply to your CyberTech<sup>+</sup> insuring agreements without an additional premium. The limited reporting period may not be canceled by you or us once it applies.

However, the limited reporting period won't apply to claims or suits for covered loss that:

- are covered by any other insurance you buy that takes effect on or after the ending date of your CyberTech<sup>+</sup> insuring agreements; or
- would have been covered by such insurance if its limits of coverage hadn't been used up.

**How the limited reporting period applies.** The limited reporting period doesn't extend the time that your CyberTech<sup>+</sup> insuring agreements are in effect. As a result, we'll consider any claim or suit for covered loss that is:

- first made or brought against a protected person while any of your CyberTech<sup>+</sup> insuring agreements are in effect; and
- first reported to us during the limited reporting period;

to have been first made or brought against a protected person and first reported to us on the ending date of your CyberTech<sup>+</sup> insuring agreements.

**When and how an extended reporting period can be added.** If your CyberTech<sup>+</sup> insuring agreements are canceled or not renewed for any reason, an extended reporting period can be added to such insuring agreements with

an Extended Reporting Period Endorsement and the payment of an additional premium.

However, the Extended Reporting Period Endorsement won't take effect unless we receive all of the following within 90 days after the ending date of your CyberTech<sup>+</sup> insuring agreements and you have fulfilled all other duties, and complied with all other conditions and requirements, under such insuring agreements:

- A written request from you to purchase the Extended Reporting Period Endorsement.
- Full payment of the earned premium for all of your CyberTech<sup>+</sup> insuring agreements.
- Payment of the additional premium for the Extended Reporting Period Endorsement.
- Repayment of any deductible you owe us under any of your CyberTech<sup>+</sup> insuring agreements.

But once the Extended Reporting Period Endorsement takes effect, it may not be canceled by you or us.

#### **How the extended reporting period applies.**

When the extended reporting period applies, it replaces the limited reporting period. The extended reporting period doesn't extend the time that your CyberTech<sup>+</sup> insuring agreements are in effect. As a result, we'll consider any claim or suit for covered loss that is:

- first made or brought against a protected person while any of your CyberTech<sup>+</sup> insuring agreements are in effect and first reported to us during the extended reporting period; or
- first made or brought against a protected person and first reported to us during the extended reporting period;

to have been first made or brought against a protected person and first reported to us on the ending date of your CyberTech<sup>+</sup> insuring agreements.

**How we'll figure the additional premium for the extended reporting period.** We'll figure the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. But we won't charge more than 200% of the annual premium for your CyberTech<sup>+</sup> insuring agreements that are canceled or not renewed.

## **Where Your CyberTech<sup>+</sup> Insuring Agreements Cover**

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We'll apply your CyberTech<sup>+</sup> insuring agreements, and make payments under such insuring agreements, anywhere in the world except the prohibited area.

*The prohibited area* means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

*Transaction of business* includes the ability of a person or organization to conduct any claim investigation.

## **Who Is Protected Under Your CyberTech<sup>+</sup> Insuring Agreements**

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**Individual.** If you're shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

**Partnership or joint venture.** If you're shown in the Introduction as a named insured and a partnership or a joint venture, you're a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

**Limited liability company.** If you're shown in the Introduction as a named insured and a limited liability company, you're a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

**Corporation or other organization.** If you're shown in the Introduction as a named insured and a corporation or an other organization, you're a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or officers. And your stockholders are protected persons only for their liability as your stockholders.

*Other organization* means an organization other than a corporation, partnership, joint venture, or limited liability company.

*Executive officer* means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or an other organization.

**Employees.** Your employees are protected persons only for:

- work done within the scope of their employment by you; and
- the performance of duties related to the conduct of your business.

But we won't apply this Employees section to the following protected persons:

- Your managers if you're a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you're a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

*Employee* includes a leased worker.

*Leased worker* means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

*Employee leasing firm* means any person or organization who hires out workers to others, including any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

**Legal representatives of certain protected persons.** Any legal representative of a deceased or mentally incompetent protected person is a protected person, but only for the deceased or mentally incompetent person's rights and duties under any of your CyberTech+ insuring agreements.

*Legal representative* includes the estate or any heir of a deceased person.

**Newly acquired or formed organizations.** Any organization that you acquire or form while any of your CyberTech+ insuring agreements are in effect, other than a partnership or joint venture, is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for more than 90 days from the date you acquire or form it, or the remainder of the time your CyberTech+ insuring agreements are in effect, whichever period is shorter, unless we agree in writing that it should continue to be a protected person after the end of that period of time.

*Own more than 50% of it* means own more than 50% of the outstanding voting securities representing the present right to vote for the election of directors of the organization.

**Persons or organizations as required by written contract.** Any person or organization that:

- is not otherwise a protected person or additional protected person under any of your CyberTech+ insuring agreements; and
- you specifically agree in a written contract to add as an additional protected person under any of your CyberTech+ insuring agreements;

is a protected person for covered loss. But only to the extent such covered loss results from acts or omissions by or for you in providing your products, or performing your work, to which that written contract applies.

The written contract may refer to an additional protected person as an additional insured.

However, no such person or organization is a protected person for:

- loss that results from any of its independent acts or omissions; or
- any wrongful act committed before the written contract was made.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under your CyberTech+ insuring agreements.

*Your products* means:

- any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by you, others using your name with your permission, or any person or organization whose business or assets you've acquired;

- all containers, other than vehicles, provided with or for any of those goods or products;
- all equipment, materials, or parts provided with or for any of those goods or products;
- any warranty provided with or for any of those goods or products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of any of those goods or products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for any of those goods or products.

*Your work* means:

- any work that you performed or are performing, or that others performed or are performing for you;
- any service that you provided or are providing, or that others provided or are providing for you;
- all equipment, materials, parts, or tools provided or used with or for that work or service;
- any warranty provided with or for that work or service;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of that work or service; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for that work or service.

**Unnamed subsidiaries.** Any of your subsidiaries, other than a partnership or joint venture, that isn't shown in the Introduction as a named insured is a protected person if:

- you own more than 50% of it on the beginning date of any of your CyberTech<sup>+</sup> insuring agreements; and
- it isn't an insured or protected person under other similar insurance.

**Separation of protected persons.** We'll apply your CyberTech<sup>+</sup> insuring agreements separately to each protected person.

However, all protected persons share the limits of coverage shown in the Coverage Summary. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in your General Rules, which is a part of your policy.

### **Limits Of Coverage**

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

The limits of coverage apply excess of any applicable deductible and aren't reduced by the payment of that deductible.

**Total limit.** This is the most we'll pay as damages and defense expenses for the combined total of all claims or suits for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements.

**Each wrongful act limit.** This is the most we'll pay as damages and defense expenses for all claims or suits for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements that is caused by:

- the same wrongful act; or
- related wrongful acts.

**How the limits of coverage apply if the total limit is left blank.** If the amount of the total limit is left blank in the Coverage Summary, we'll consider that total limit to be the same as the each wrongful act limit or \$500,000, whichever is more.

**How the limits of coverage apply to the limited and extended reporting periods.** The limits of coverage that apply on the ending date of your CyberTech<sup>+</sup> insuring agreements aren't renewed or increased for claims or suits for covered loss that are:

- first made or brought against a protected person while any of your CyberTech<sup>+</sup> insuring agreements are in effect; and
- first reported to us during the limited reporting period.

If the extended reporting period is added, the limits of coverage that apply on the ending date of your CyberTech<sup>+</sup> insuring

agreements aren't renewed or increased for claims or suits for covered loss that are:

- first made or brought against a protected person while any of your CyberTech<sup>+</sup> insuring agreements are in effect; and
- first reported to us during the extended reporting period.

However, the total limit shown in the Coverage Summary is renewed in full for the combined total of all claims or suits for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements that are:

- first made or brought against a protected person; and
  - first reported to us;
- during the extended reporting period.

### **Deductibles**

The deductibles shown in the Coverage Summary and the information contained in this section fix the amount of damages and defense expenses incurred by or for you or any other protected person that you'll be responsible for paying and over which the limits of coverage will apply, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

The deductibles won't apply to payments we make under the Additional payments section.

**Each wrongful act deductible.** You'll be responsible for the amount of damages and defense expenses within this deductible for all loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements that is caused by:

- the same wrongful act; or
- related wrongful acts.

**Total deductible.** You'll be responsible for the amount of damages and defense expenses within this deductible for all claims and suits for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements.

However, if no amount is shown for the total deductible in the Coverage Summary, the total deductible doesn't apply, and you'll be responsible for paying all applicable

deductibles without further limitation, regardless of how often they apply.

**Repayment of deductible.** If we settle a claim or suit for damages, or pay a judgment for damages awarded in a suit, that are subject to a deductible, we'll pay the deductible as part of the settlement or judgment, unless you and we agree to do otherwise. You agree to repay us the deductible amount as soon as we notify you of our payment.

Also, if we pay defense expenses that are subject to a deductible, you agree to repay us that amount as soon as we notify you of our payment.

If you fail to repay us a deductible amount that applies to damages or defense expenses, and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

- Our deductible recovery expenses.
- Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

*Our deductible recovery expenses* means all fees, costs, and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. However, if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, our deductible recovery expenses will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

### **Exclusions - What Your CyberTech<sup>+</sup> Insuring Agreements Won't Cover**

#### **Exclusions Applying To All Of Your CyberTech<sup>+</sup> Insuring Agreements**

The following exclusions apply to all coverages provided by your CyberTech<sup>+</sup> insuring agreements.

**Advertising injury.** We won't cover advertising injury.

*Advertising injury* means injury, other than bodily injury or personal injury, that:

- results from the advertising of your products or your work; and
- is caused by an advertising injury offense.

*Advertising injury offense* means any of the following offenses:

- Libel or slander.
- Making known to any person or organization material, in any form of expression, that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization material, in any form of expression, that violates a person's right of privacy.
- Unauthorized use of any advertising idea or advertising material, or any slogan or title, of others in your advertising.

*Advertising* means attracting the attention of others by any means for the purpose of:

- seeking customers or supporters; or
- increasing sales or business.

*Advertising idea* means a manner or style of advertising that others use and intend to attract attention in their advertising.

*Advertising material* means any material that:

- is subject to copyright law; and
- others use and intend to attract attention in their advertising.

*Slogan* means a phrase that others use and intend to attract attention in their advertising.

*Title* means a name of a literary or artistic work.

**Bodily injury.** We won't cover bodily injury.

*Bodily injury* means any harm, including sickness or disease, to the health of other persons, including:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

**Claims or suits by certain persons or organizations.** We won't cover loss for which any claim or suit is made or brought by or for any:

- controlled organization; or
- controlling person or organization.

*Controlled organization* means any organization in which any protected person owned the controlling ownership interest when any wrongful act, including any part of related wrongful acts, that caused the loss was committed.

*Controlling person or organization* means any person or organization that owned the controlling ownership interest in you when any wrongful act, including any part of related wrongful acts, that caused the loss was committed.

**Claims or suits by protected persons against protected persons.** We won't cover loss for which any claim or suit is made or brought by or for any current or former protected person against any current or former protected person.

But we won't apply this exclusion to claims or suits made or brought by any person or organization that is a protected person under:

- The Persons or organizations as required by written contract section; or
- An additional protected persons endorsement attached to this CyberTech+ General Provisions - Liability form.

**Contract liability.** We won't cover loss for which the protected person has assumed liability under any contract or agreement if any wrongful act, including any part of related wrongful acts, that caused such loss was committed before such contract or agreement was made.

**Credits or voluntary payments.** We won't cover any credit or voluntary payment made or given for any reason.

**Criminal, dishonest, fraudulent, or malicious wrongful acts or knowing violations of rights or laws.** We won't cover loss that results from any criminal, dishonest, fraudulent, or malicious wrongful act, or any knowing violation of rights or laws, committed by:

- the protected person; or
- anyone with the consent or knowledge of the protected person.

But we won't apply this exclusion to our duty to defend that protected person until it has been determined or admitted in a legal

proceeding that such wrongful act or knowing violation was committed by:

- that protected person; or
- anyone with the consent or knowledge of that protected person.

**Employment-related practices.** We won't cover loss sustained by any protected person's current, former, or prospective employee or independent contractor that results from any:

- refusal to hire that person;
- termination of that person's employment or independent contractor status; or
- other employment-related act, omission, policy, or practice applied to that person, such as coercion, demotion, discipline, discrimination, evaluation, harassment, humiliation, libel, reassignment, or slander, or violation of that person's right of privacy.

Nor will we cover any loss sustained by the spouse or any child, parent, brother, or sister of that current, former, or prospective employee or independent contractor that results from loss sustained by that current, former, or prospective employee or independent contractor.

We'll also apply this exclusion to any obligation of the protected person to share damages with, or to repay someone else who must pay damages for, loss sustained by:

- that current, former, or prospective employee or independent contractor; or
- the spouse, or any child, parent, brother, or sister, of that current, former, or prospective employee or independent contractor.

We'll consider any protected person's prospective employee or independent contractor to include any person who applies or seeks to be any protected person's employee or independent contractor.

*Independent contractor* means any person who:

- has a contract with you to perform for you certain duties related to the conduct of your business; and
- isn't your employee.

**Government demands or proceedings.** We won't cover any demand made or proceeding brought by:

- the Federal Trade Commission;

- the Federal Communications Commission; or
- any other federal, national, state, local, or foreign government, agency, or entity.

But we won't apply this exclusion to any claim made or suit brought by a federal, national, state, local, or foreign government, agency, or entity in its capacity as your customer.

**Injunctive relief.** We won't cover the cost to comply with any injunctive or other non-monetary relief or any agreement to provide such relief.

But we won't apply this exclusion to our duty to defend any protected person against a suit seeking injunctive relief.

**Multiplied damages.** We won't cover the portion of any multiplied damage award that exceeds the amount multiplied.

**Nuclear energy.** We won't cover loss that results from the hazardous properties of nuclear material.

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

*Nuclear material* means any of the following materials defined in the federal Atomic Energy Act or any of its amendments:

- Source material.
- Special nuclear material.
- By-product material.

**Personal injury.** We won't cover personal injury.

*Personal injury* means injury, other than bodily injury or advertising injury, caused by a personal injury offense.

*Personal injury offense* means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that a person occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies.
- Libel or slander.

- Making known to any person or organization material, in any form of expression, that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization material, in any form of expression, that violates a person's right of privacy.

**Pollution.** We won't cover loss that results from pollution.

*Pollution* means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

*Pollutant* means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; or
- waste.

*Waste* includes materials to be recycled, reconditioned, or reclaimed.

**Pollution work, loss, cost, or expense.** We won't cover any loss, cost, or expense that results from:

- any request, demand, order, or statutory or regulatory requirement that any protected person or others perform pollution work; or
- any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

*Pollution work* means:

- the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- the responding to, or assessing, in any way the effects of any pollutant.

**Professional services.** We won't cover loss that results from the performance of or failure to perform professional services by or for the protected person while acting or working as any of the following:

- Accountant.
- Architect or surveyor.
- Lawyer.
- Insurance or real estate agent or broker.
- Civil or structural engineer.

Nor will we cover loss that results from the performance of, or failure to perform, health care professional services by or for the protected person.

*Health care professional services* includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

**Unnamed partnership or joint venture.** We won't cover loss that results from the conduct of any current or past partnership or joint venture that isn't shown in the Introduction as a named insured.

But we won't apply this exclusion to loss that results from the conduct of a partnership or joint venture to the extent such partnership or joint venture:

- isn't shown in the Introduction as a named insured; and
- qualifies as a protected person under the Who Is Protected Under Your CyberTech<sup>+</sup> Insuring Agreements section.

### **Exclusions Applying Only To Coverage Provided By Any One Of Your CyberTech<sup>+</sup> Insuring Agreements**

Each of your CyberTech<sup>+</sup> insuring agreements contains exclusions that apply only to the coverage provided by that insuring agreement. Those exclusions apply to such coverage in addition to the exclusions in the Exclusions Applying To All Of Your CyberTech<sup>+</sup> Insuring Agreements section.

### **Other Insurance**

Your CyberTech<sup>+</sup> insuring agreements are excess insurance.

We'll apply your CyberTech<sup>+</sup> insuring agreements as excess insurance over any valid and collectible other insurance that:

- provides coverage for damages covered by any such agreement; and

- wasn't bought specifically to apply in excess of the limits of coverage shown in the Coverage Summary.

In addition, if the extended reporting period applies, we'll apply your CyberTech<sup>+</sup> insuring agreements as excess insurance over that part of any valid and collectible other insurance that is available under any policy in effect during the extended reporting period and provides coverage for claims or suits for covered loss that are:

- first made or brought against a protected person while any of your CyberTech<sup>+</sup> insuring agreements are in effect and first reported to us during the extended reporting period; or
- first made or brought against a protected person and first reported to us during the extended reporting period.

We have no duty to defend any claim or suit that any other insurer has a duty to defend. However, we'll have the right to associate in the defense and control of any claim or suit that we reasonably believe is likely to involve the coverage provided by one or more of your CyberTech<sup>+</sup> insuring agreements. In addition, we'll defend:

- a claim or suit seeking damages for covered loss; or
- a suit seeking injunctive relief for covered loss;

if no other insurer will do so. In return, we'll require that the protected persons give us all of their rights against each such insurer.

Also, we'll pay only the amount of damages and defense expenses covered by your CyberTech<sup>+</sup> insuring agreements that are in excess of:

- the total amount that all such other insurance would pay if your CyberTech<sup>+</sup> insuring agreements didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

But we won't pay more than the limit of coverage that applies.

*Other insurance* means insurance, or the funding of losses, that is provided by or through:

- another insurance company;
- us, except under any of your CyberTech<sup>+</sup> insuring agreements;

- any of our affiliated insurance companies;
- any risk retention group;
- any self-insurance method or program, other than any funded by you and over which one or more of your CyberTech<sup>+</sup> insuring agreements apply; or
- any similar risk transfer or risk management method.

### **Currency Conversion**

Payments we make for damages, defense expenses, or amounts described in the Additional payments section that are covered by one or more of your CyberTech<sup>+</sup> insuring agreements will be paid in the currency of the United States of America. Such damages, defense expenses, or amounts that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the following dates:

- For payments we make for damages, the date of the judgment or settlement.
- For payments we make for defense expenses or amounts described in the Additional payments section, the close of business on the date immediately preceding the date the payment is processed.

### **Limitations On Our Representations And Responsibility**

We do not represent that the coverage provided by any of your CyberTech<sup>+</sup> insuring agreements satisfies any legal requirement that may be imposed in any jurisdiction outside:

- the United States of America, including its territories and possessions and Puerto Rico; and
- Canada.

Nor do we assume responsibility for:

- the payment of fines, fees, penalties, or other charges that may be imposed on any protected person in that jurisdiction because we aren't authorized to transact insurance as a licensed insurer in such jurisdiction; or
- furnishing certificates or other evidence of insurance, or evidence of surety or performance bonds, in such jurisdiction.

**List Of Terms With Defined Meanings Shown In This Form**

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This section lists, in alphabetical order, the terms that have or include defined meanings shown in this form. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this form.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or
- add a defined meaning for any other term.

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**CYBERTECH+  
COMMUNICATIONS AND MEDIA LIABILITY PROTECTION -  
CLAIMS-MADE**

This insuring agreement provides communications and media liability protection for your business. There are, of course, exclusions and limitations, and terms with defined meanings, which apply to that protection. Certain terms that have or include defined meanings shown in this agreement are listed in the List Of Terms With Defined Meanings Shown In This Agreement section, which also shows where their defined meanings are located. Certain other terms used in this agreement have or include defined meanings shown in the CyberTech+ General Provisions - Liability form, which is a part of your policy. The CyberTech+ General Provisions - Liability form also contains exclusions, limitations, and other provisions that apply to this agreement, including provisions explaining:

- who is protected under this agreement;
- where this agreement covers; and
- the limits of coverage and deductibles that apply to this agreement.

This agreement and the CyberTech+ General Provisions - Liability form should be read carefully to determine the extent of the coverage provided to you and other protected persons.

**Important note: This is a claims-made and reported insuring agreement.** To be covered, a claim or suit must be first made or brought against a protected person while this agreement is in effect and reported to us while this agreement is in effect or during the limited reporting period. If the extended reporting period applies, we'll also apply this agreement to a claim or suit first made or brought while this agreement is in effect or during the extended reporting period and first reported to us during such reporting period.

<b>Table of Contents</b>	<b>Page</b>		
This Table of Contents lists:		When we consider a claim or suit to be first made or brought.	3
<ul style="list-style-type: none"> <li>• the major sections of this agreement; and</li> <li>• the exclusions in the Exclusions - What This Agreement Won't Cover section.</li> </ul>		When we consider a claim or suit to be first reported to us.	3
Each listed section and exclusion begins on the page shown for it.		What we require in a written notice of a specific communications and media wrongful act.	3
However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:		<b>Exclusions - What This Agreement Won't Cover</b>	<b>4</b>
<ul style="list-style-type: none"> <li>• delete, or change the name of, any of the sections or exclusions in this agreement; or</li> <li>• add another section or exclusion to this agreement.</li> </ul>		Fines or penalties.	4
<b>What This Agreement Covers</b>	<b>2</b>	Infringement of copyrighted software.	4
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## What This Agreement Covers

**Communications and media liability.** We'll pay amounts any protected person is legally required to pay as damages for covered loss that is caused by a communications and media wrongful act committed on or after the communications and media retroactive date and before the ending date of this agreement.

But only if such covered loss results in a claim or suit first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

We'll consider each communications and media wrongful act in a series of related communications and media wrongful acts to be committed on the date the first wrongful act in that series is committed.

*Communications and media wrongful act* means any of the following committed by or for a protected person in the conduct of your business:

- Unauthorized use of any advertising material, or any slogan or title, of others in the advertising of the business, premises, products, services, work, or completed work of others.
- Infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name in your covered material.
- Plagiarism or unauthorized use of a literary or artistic format, character, or performance in your covered material.

*Related communications and media wrongful acts* means two or more media wrongful acts that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes.

*Communications and media retroactive date* means the earliest date a communications and media wrongful act may be committed and be covered under this agreement. This date is shown in the Coverage Summary. However, if no communications and media retroactive date is shown in the Coverage Summary, we'll consider the communications and media retroactive date to be the same as the beginning date of this agreement.

*Beginning date of this agreement* means the beginning date shown in the Coverage Summary for your CyberTech<sup>+</sup> Communications And Media Liability Protection - Claims-Made. However, if no such date is shown in the Coverage Summary, we'll consider the beginning date of this agreement to be the same as your policy's effective date shown in the Introduction.

*Ending date of this agreement* means your policy's expiration date shown in the Introduction or your policy's cancellation date, whichever is earlier.

*Covered material* means any material in any form of expression, including material made known in or with any electronic means of communication, such as the Internet.

We explain:

- our rights and duties regarding defense of claims or suits;
- how this agreement applies when we're prohibited from paying damages on behalf of a protected person; and
- our duty to make additional payments; in your CyberTech<sup>+</sup> General Provisions - Liability form.

## When This Agreement Covers

**When a claim or suit must be first made or brought against a protected person and reported to us.** We'll apply this agreement to claims or suits against a protected person for loss covered by this agreement only when they're first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended

reporting period if such reporting period applies; or

- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

*Limited reporting period* means the 90 days, starting with the ending date of this agreement, during which claims or suits for covered loss that are first made or brought against a protected person while this agreement is in effect may be first reported to us.

*Extended reporting period* means an unlimited period of time, starting with the ending date of this agreement, during which claims or suits for covered loss:

- that are first made or brought against a protected person while this agreement is in effect may be first reported to us; or
- may be first made or brought against a protected person and first reported to us.

**When we consider a claim or suit to be first made or brought.** We'll consider a claim or suit for covered loss to be first made or brought on the earliest of the following dates:

- The date that we first receive written notice of such claim or suit.
- The date that any described individual protected person first receives written notice of such claim or suit.
- The date that we first receive written notice from any protected person of a specific communications and media wrongful act that caused the loss which resulted in such claim or suit.

We explain the term described individual protected person in the Known communications and media wrongful acts exclusion.

We'll consider all claims or suits for covered loss caused by:

- the same communications and media wrongful act; or
- related communications and media wrongful acts;

to have been first made or brought on the date that the first of those claims or suits was first made or brought, regardless of whether such date is before or while this agreement is in effect.

**When we consider a claim or suit to be first reported to us.** We'll consider a claim or suit for covered loss to be first reported to us on the earlier of the following dates:

- The date that we first receive a written notice of such claim or suit from any protected person or the person or organization making the claim or bringing the suit.
- The date that we first receive a written notice from any protected person of a specific communications and media wrongful act that caused the loss which resulted in such claim or suit.

We'll consider all claims or suits for loss covered by this agreement that is caused by:

- the same communications and media wrongful act; or
- related communications and media wrongful acts;

to have been first reported to us when the first of those claims or suits is first reported to us.

**What we require in a written notice of a specific communications and media wrongful act.**

We won't consider a claim or suit to be first made or brought and reported to us on the date that we receive a written notice from any protected person of a specific communications and media wrongful act unless that notice also contains all of the following information:

- A description of the date, time, and place of the communications and media wrongful act.
- A description of what happened.
- A description of what damages may result.
- The identity of the person or organization that may make a claim or bring a suit.
- The identity of the protected person that committed the communications and media wrongful act.

Notice to us that:

- all or part of any protected person's acts or omissions may in the future be discovered to be a communications and media wrongful act; or
- any protected person may in the future receive written notice of a communications and media wrongful act, claim, or suit;

is not notice of a specific communications and media wrongful act.

We explain:

- when and how the limited reporting period and the extended reporting period apply;
- when and how an extended reporting period can be added; and
- how we'll figure the additional premium for the extended reporting period;

in the When And How The Limited Reporting Period Or The Extended Reporting Period Will Apply section of your CyberTech+ General Provisions - Liability form.

### **Exclusions - What This Agreement Won't Cover**

The following exclusions apply only to the coverage provided by this agreement. These exclusions apply in addition to the exclusions in the Exclusions Applying To All Of Your CyberTech+ Insuring Agreements section of your CyberTech+ General Provisions - Liability form.

**Fines or penalties.** We won't cover any fine or penalty imposed by law or that any protected person has agreed to pay for any reason.

But we won't consider punitive or exemplary damages to be a fine or penalty.

**Infringement of copyrighted software.** We won't cover loss that results from any actual or alleged infringement of copyrighted software.

*Infringement of copyrighted software* means:

- piracy of a copyrighted software product; or
- infringement of copyrighted software code or any other copyrighted element of any part of a software program.

*Copyrighted* means protected by a copyright, regardless of whether such copyright is registered with the United States Copyright Office.

**Known communications and media wrongful acts.** We won't cover loss that results from any communications and media wrongful act, including any part of related communications and media wrongful acts, that any described individual protected person knew about before the beginning date from which we or any of our affiliated insurance companies have continuously provided protection to

you under any of the following insuring agreements:

- CyberTech+ Communications And Media Liability Protection - Claims-Made.
- Technology Internet Liability Protection - Claims-Made.
- Technology Media Liability Protection - Claims-Made.
- Technology CyberTech+ Liability Protection - Claims-Made.

*Described individual protected person* means you, if you're an individual, and any person while he or she is:

- your spouse, if you're an individual;
- your partner or co-venturer, or his or her spouse, if you're a partnership or joint venture;
- your member or manager if you're a limited liability company;
- your director or executive officer if you're a corporation or an other organization; or
- your risk manager, or any leader of your legal, finance, risk management, or other department that is responsible for insurance matters.

**License fees or royalties.** We won't cover license fees or royalties of any kind.

**Patent and trade secrets.** We won't cover loss that results from the actual or alleged infringement or violation of any of the following rights or laws:

- Patent.
- Trade secrets.

**Profits.** We won't cover disgorgement of profits, accounting or award of profits, or any other return of profits.

**Property damage.** We won't cover property damage.

*Property damage* means physical damage to tangible property of others, including all resulting loss of use of that property.

*Tangible property* doesn't include data.

### **List Of Terms With Defined Meanings Shown In This Agreement**

This section lists, in alphabetical order, the terms that have or include defined meanings

shown in this agreement. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or
- add a defined meaning for any other term.

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**CYBERTECH+  
NETWORK AND INFORMATION SECURITY LIABILITY PROTECTION -  
CLAIMS-MADE**

This insuring agreement provides network and information security liability protection for your business. There are, of course, exclusions and limitations, and terms with defined meanings, which apply to that protection. Certain terms that have or include defined meanings shown in this agreement are listed in the List Of Terms With Defined Meanings Shown In This Agreement section, which also shows where their defined meanings are located. Certain other terms used in this agreement have or include defined meanings shown in the CyberTech+ General Provisions - Liability form, which is a part of your policy. The CyberTech+ General Provisions - Liability form also contains exclusions, limitations, and other provisions that apply to this agreement, including provisions explaining:

- who is protected under this agreement;
- where this agreement covers; and
- the limits of coverage and deductibles that apply to this agreement.

This agreement and the CyberTech+ General Provisions - Liability form should be read carefully to determine the extent of the coverage provided to you and other protected persons.

**Important note: This is a claims-made and reported insuring agreement.** To be covered, a claim or suit must be first made or brought against a protected person while this agreement is in effect and reported to us while this agreement is in effect or during the limited reporting period. If the extended reporting period applies, we'll also apply this agreement to a claim or suit first made or brought while this agreement is in effect or during the extended reporting period and first reported to us during such reporting period.

<b>Table of Contents</b>	<b>Page</b>	<b>When This Agreement Covers</b>	<b>3</b>
This Table of Contents lists:		When a claim or suit must be first made or brought against a protected person and reported to us.	3
• the major sections of this agreement; and		When we consider a claim or suit to be first made or brought.	3
• the exclusions in the Exclusions - What This Agreement Won't Cover section.		When we consider a claim or suit to be first reported to us.	3
Each listed section and exclusion begins on the page shown for it.		What we require in a written notice of a specific network and information security wrongful act.	3
However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:		<b>Exclusions - What This Agreement Won't Cover</b>	<b>4</b>
• delete, or change the name of, any of the sections or exclusions in this agreement; or		Expected or intended failure to provide access.	4
• add another section or exclusion to this agreement.		Fines or penalties.	4
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## What This Agreement Covers

**Network and information security liability.** We'll pay amounts any protected person is legally required to pay as damages for covered loss that is caused by a network and information security wrongful act committed on or after the network and information security retroactive date and before the ending date of this agreement.

But only if such covered loss results in a claim or suit first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

We'll consider each network and information security wrongful act in a series of related network and information security wrongful acts to be committed on the date the first wrongful act in that series is committed.

*Network and information security wrongful act* means any of the following committed by or for a protected person in the conduct of your business:

- Failure to prevent the transmission of a computer virus.
- Failure to provide any authorized user of your website or your computer or communications network with access to such website or such computer or communications network.
- Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.

*Related network and information security wrongful acts* means two or more network and information security wrongful acts that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes.

*Network and information security retroactive date* means the earliest date a network and information security wrongful act may be committed and be covered under this agreement. This date is shown in the Coverage Summary. However, if no network and information security retroactive date is shown in the Coverage Summary, we'll consider the network and information security retroactive date to be the same as the beginning date of this agreement.

*Beginning date of this agreement* means the beginning date shown in the Coverage Summary for your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made. However, if no such date is shown in the Coverage Summary, we'll consider the beginning date of this agreement to be the same as your policy's effective date shown in the Introduction.

*Ending date of this agreement* means your policy's expiration date shown in the Introduction or your policy's cancellation date, whichever is earlier.

*Computer virus* means malicious code that is introduced through your website or your computer or communications network. Once introduced, such code may destroy, alter, contaminate, or degrade the integrity, quality, or performance of data of any computer application software, computer network, or computer operating system or related software.

*Authorized user* includes your customer, supplier, or supporter.

*Your computer or communications network* means any computer or communications network that you rent, lease, license, or borrow from others, own, or operate.

We explain:

- our rights and duties regarding defense of claims or suits;
- how this agreement applies when we're prohibited from paying damages on behalf of a protected person; and
- our duty to make additional payments; in your CyberTech<sup>+</sup> General Provisions - Liability form.

## **When This Agreement Covers**

**When a claim or suit must be first made or brought against a protected person and reported to us.** We'll apply this agreement to claims or suits against a protected person for loss covered by this agreement only when they're first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

*Limited reporting period* means the 90 days, starting with the ending date of this agreement, during which claims or suits for covered loss that are first made or brought against a protected person while this agreement is in effect may be first reported to us.

*Extended reporting period* means an unlimited period of time, starting with the ending date of this agreement, during which claims or suits for covered loss:

- that are first made or brought against a protected person while this agreement is in effect may be first reported to us; or
- may be first made or brought against a protected person and first reported to us.

**When we consider a claim or suit to be first made or brought.** We'll consider a claim or suit for covered loss to be first made or brought on the earliest of the following dates:

- The date that we first receive written notice of such claim or suit.
- The date that any described individual protected person first receives written notice of such claim or suit.
- The date that we first receive written notice from any protected person of a specific network and information security wrongful act that caused the loss which resulted in such claim or suit.

We explain the term described individual protected person in the Known network and information security wrongful acts exclusion.

We'll consider all claims or suits for covered loss caused by:

- the same network and information security wrongful act; or
- related network and information security wrongful acts;

to have been first made or brought on the date that the first of those claims or suits was first made or brought, regardless of whether such date is before or while this agreement is in effect.

**When we consider a claim or suit to be first reported to us.** We'll consider a claim or suit for covered loss to be first reported to us on the earlier of the following dates:

- The date that we first receive a written notice of such claim or suit from any protected person or the person or organization making the claim or bringing the suit.
- The date that we first receive a written notice from any protected person of a specific network and information security wrongful act that caused the loss which resulted in such claim or suit.

We'll consider all claims or suits for loss covered by this agreement that is caused by:

- the same network and information security wrongful act; or
- related network and information security wrongful acts;

to have been first reported to us when the first of those claims or suits is first reported to us.

**What we require in a written notice of a specific network and information security wrongful act.** We won't consider a claim or suit to be first made or brought and reported to us on the date that we receive a written notice from any protected person of a specific network and information security wrongful act unless that notice also contains all of the following information:

- A description of the date, time, and place of the network and information security wrongful act.
- A description of what happened.
- A description of what damages may result.
- The identity of the person or organization that may make a claim or bring a suit.

- The identity of the protected person that committed the network and information security wrongful act.

Notice to us that:

- all or part of any protected person's acts or omissions may in the future be discovered to be a network and information security wrongful act; or
- any protected person may in the future receive written notice of a network and information security wrongful act, claim, or suit;

is not notice of a specific network and information security wrongful act.

We explain:

- when and how the limited reporting period and the extended reporting period apply;
- when and how an extended reporting period can be added; and
- how we'll figure the additional premium for the extended reporting period;

in the When And How The Limited Reporting Period Or The Extended Reporting Period Will Apply section of your CyberTech<sup>+</sup> General Provisions - Liability form.

### **Exclusions - What This Agreement Won't Cover**

The following exclusions apply only to the coverage provided under this agreement. These exclusions apply in addition to the exclusions in the Exclusions Applying To All Of Your CyberTech<sup>+</sup> Insuring Agreements section of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Expected or intended failure to provide access.** We won't cover loss that results from any failure to provide access to your website or your computer or communications network that was expected or intended by the protected person.

**Fines or penalties.** We won't cover any fine or penalty imposed by law or that any protected person has agreed to pay for any reason.

But we won't consider punitive or exemplary damages to be a fine or penalty.

**Intellectual property.** We won't cover loss that results from any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

**Internet service interruption.** We won't cover loss that results from an Internet service interruption or failure.

But we won't apply this exclusion if such interruption or failure was caused by you.

**Known network and information security wrongful acts.** We won't cover loss that results from any network and information security wrongful act, including any part of related network and information security wrongful acts, that any described individual protected person knew about before the beginning date from which we or any of our affiliated insurance companies have continuously provided protection to you under any of the following insuring agreements:

- CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made.
- Technology Internet Liability Protection - Claims-Made.
- Technology Internet Basic Liability Protection - Claims-Made.

*Described individual protected person* means you, if you're an individual, and any person while he or she is:

- your spouse, if you're an individual;
- your partner or co-venturer, or his or her spouse, if you're a partnership or joint venture;
- your member or manager if you're a limited liability company;
- your director or executive officer if you're a corporation or an other organization; or
- your risk manager, or any leader of your legal, finance, risk management, or other department that is responsible for insurance matters.

**Profits.** We won't cover disgorgement of profits, accounting or award of profits, or any other return of profits.

**Property damage.** We won't cover property damage.

*Property damage* means physical damage to tangible property of others, including all resulting loss of use of that property.

*Tangible property* doesn't include data.

**List Of Terms With Defined Meanings Shown In This Agreement**

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This section lists, in alphabetical order, the terms that have or include defined meanings shown in this agreement. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or

- add a defined meaning for any other term.

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Your computer or communications network	2



**CYBERTECH+  
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY PROTECTION -  
CLAIMS-MADE**

This insuring agreement provides errors and omissions liability protection for your products and services. There are, of course, exclusions and limitations, and terms with defined meanings, which apply to that protection. Certain terms that have or include defined meanings shown in this agreement are listed in the List Of Terms With Defined Meanings Shown In This Agreement section, which also shows where their defined meanings are located. Certain other terms used in this agreement have or include defined meanings shown in the CyberTech+ General Provisions - Liability form, which is a part of your policy. The CyberTech+ General Provisions - Liability form also contains exclusions, limitations, and other provisions that apply to this agreement, including provisions explaining:

- who is protected under this agreement;
- where this agreement covers; and
- the limits of coverage and deductibles that apply to this agreement.

This agreement and the CyberTech+ General Provisions - Liability form should be read carefully to determine the extent of the coverage provided to you and other protected persons.

**Important note: This is a claims-made and reported insuring agreement.** To be covered, a claim or suit must be first made or brought against a protected person while this agreement is in effect and reported to us while this agreement is in effect or during the limited reporting period. If the extended reporting period applies, we'll also apply this agreement to a claim or suit first made or brought while this agreement is in effect or during the extended reporting period and first reported to us during such reporting period.

<b>Table of Contents</b>	<b>Page</b>		
This Table of Contents lists:		When we consider a claim or suit to be first made or brought.	3
• the major sections of this agreement; and		When we consider a claim or suit to be first reported to us.	3
• the exclusions in the Exclusions - What This Agreement Won't Cover section.		What we require in a written notice of a specific errors and omissions wrongful act.	3
Each listed section and exclusion begins on the page shown for it.		<b>Exclusions - What This Agreement Won't Cover</b>	<b>4</b>
However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:		Cost guarantees or estimates.	4
• delete, or change the name of, any of the sections or exclusions in this agreement; or		Costs to comply with your warranties or for recall, removal, or withdrawal.	4
• add another section or exclusion to this agreement.		Employee benefit plans.	4
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## What This Agreement Covers

**Errors and omissions liability.** We'll pay damages any protected person must pay for covered loss that:

- results from your products or your work provided or performed for others; and
- is caused by an errors and omissions wrongful act committed on or after the errors and omissions retroactive date and before the ending date of this agreement.

But only if such covered loss results in a claim or suit first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

We'll consider each errors and omissions wrongful act in a series of related errors and omissions wrongful acts to be committed on the date the first wrongful act in that series is committed.

*Damages* means:

- amounts any protected person is legally required to pay as compensatory damages imposed by law; or
- amounts any protected person must pay as consequential damages for the breach of a contract or agreement to provide or perform your products or your work for others.

*Errors and omissions wrongful act* means any error, omission, or negligent act.

*Related errors and omissions wrongful acts* means two or more errors and omissions wrongful acts that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes.

*Errors and omissions retroactive date* means the earliest date an errors and omissions

wrongful act may be committed and be covered under this agreement. This date is shown in the Coverage Summary. However, if no errors and omissions retroactive date is shown in the Coverage Summary, we'll consider the errors and omissions retroactive date to be the same as the beginning date of this agreement.

*Beginning date of this agreement* means the beginning date shown in the Coverage Summary for your CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made. However, if no such date is shown in the Coverage Summary, we'll consider the beginning date of this agreement to be the same as your policy's effective date shown in the Introduction.

*Ending date of this agreement* means your policy's expiration date shown in the Introduction or your policy's cancellation date, whichever is earlier.

We explain:

- our rights and duties regarding defense of claims or suits;
- how this agreement applies when we're prohibited from paying damages on behalf of a protected person; and
- our duty to make additional payments; in your CyberTech+ General Provisions - Liability form.

## When This Agreement Covers

**When a claim or suit must be first made or brought against a protected person and reported to us.** We'll apply this agreement to claims or suits against a protected person for loss covered by this agreement only when they're first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

*Limited reporting period* means the 90 days, starting with the ending date of this agreement, during which claims or suits for covered loss that are first made or brought against a protected person while this agreement is in effect may be first reported to us.

*Extended reporting period* means an unlimited period of time, starting with the ending date of this agreement, during which claims or suits for covered loss:

- that are first made or brought against a protected person while this agreement is in effect may be first reported to us; or
- may be first made or brought against a protected person and first reported to us.

**When we consider a claim or suit to be first made or brought.** We'll consider a claim or suit for covered loss that results from your products or your work to be first made or brought on the earliest of the following dates:

- The date that we first receive written notice of such claim or suit.
- The date that any described individual protected person first receives written notice of such claim or suit.
- The date that we first receive written notice from any protected person of a specific errors and omissions wrongful act involving those products or that work.

We explain the term described individual protected person in the Known errors and omissions wrongful acts exclusion.

We'll consider all claims or suits for covered loss caused by:

- the same errors and omissions wrongful act; or
- related errors and omissions wrongful acts;

to have been first made or brought on the date that the first of those claims or suits was first made or brought, regardless of whether such date is before or while this agreement is in effect.

**When we consider a claim or suit to be first reported to us.** We'll consider a claim or suit for covered loss that results from your products or your work to be first reported to us on the earlier of the following dates:

- The date that we first receive a written notice of such claim or suit from any protected person or the person or

organization making the claim or bringing the suit.

- The date that we first receive a written notice from any protected person of a specific errors and omissions wrongful act involving those products or that work.

We'll consider all claims or suits for loss covered by this agreement that is caused by:

- the same errors and omissions wrongful act; or
- related errors and omissions wrongful acts;

to have been first reported to us when the first of those claims or suits is first reported to us.

**What we require in a written notice of a specific errors and omissions wrongful act.** We won't consider a claim or suit to be first made or brought and reported to us on the date that we receive a written notice from any protected person of a specific errors and omissions wrongful act involving your products or your work unless that notice also contains all of the following information:

- A description of the date, time, and place of the errors and omissions wrongful act.
- A description of what happened.
- A description of what damages may result.
- The identity of the person or organization that may make a claim or bring a suit.
- The identity of the protected person that committed the errors and omissions wrongful act.

Notice to us that:

- all or a portion of one or more of your products or your work has been discovered to be flawed or inadequate, or may in the future be discovered to be flawed or inadequate; or
- any protected person may in the future receive written notice of an errors and omissions wrongful act, claim, or suit from one of your customers or others involving your products or your work;

is not notice of a specific errors and omissions wrongful act.

We explain:

- when and how the limited reporting period and the extended reporting period will apply;
- when and how an extended reporting period can be added; and

- how we'll figure the additional premium for the extended reporting period; in the When And How The Limited Reporting Period Or The Extended Reporting Period Will Apply section of your CyberTech+ General Provisions - Liability form.

### **Exclusions - What This Agreement Won't Cover**

The following exclusions apply only to the coverage provided by this agreement. These exclusions apply in addition to the exclusions in the Exclusions Applying To All Of Your CyberTech+ Insuring Agreements section of your CyberTech+ General Provisions - Liability form.

**Cost guarantees or estimates.** We won't cover loss that results from any:

- cost guarantee or probable cost estimate being exceeded; or
- cost overrun.

**Costs to comply with your warranties or for recall, removal, or withdrawal.** We won't cover any cost or expense incurred by any protected person or others to comply with any warranty for your products or your work.

Nor will we cover any of the following:

- Any cost or expense incurred by any protected person or others to repair, replace, upgrade, supplement, or otherwise improve your products or your work, or to perform or complete your work. But we won't apply this exclusion part to loss of use of your products or your work.
- Any cost or expense incurred by any protected person or others for the recall, removal, or withdrawal of your products or your work from the market or from use by any person or organization for any reason. But we won't apply this exclusion part to loss of use of your products or your work.
- Any cost or expense incurred by any protected person or others for the adjustment, inspection, or disposal of your products or your work. But we won't apply this exclusion part to loss of use of your products or your work.

**Employee benefit plans.** We won't cover loss that results from the administration of, or the performance of or failure to perform any act or obligation related to, any actual or proposed:

- benefit plan or trust;
  - stock option, stock subscription, or stock ownership plan; or
  - compensation plan;
- operated by or for you for the benefit of any of your current, former, or prospective employees or independent contractors.

**Failure to deliver your products or begin your work.** We won't cover loss that results from any failure:

- to deliver your products; or
- to begin your work as required by contract or agreement.

**Fines or penalties.** We won't cover any fine or penalty imposed by law or that any protected person has agreed to pay for any reason.

**Intellectual property.** We won't cover loss that results from any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

**Known errors and omissions wrongful acts.** We won't cover loss that results from any errors and omissions wrongful act, including any part of related errors and omissions wrongful acts, that any described individual protected person knew about before the beginning date from which we or any of our affiliated insurance companies have continuously provided this or similar errors and omissions liability protection to you.

We'll consider a described individual protected person to know about an errors and omissions wrongful act involving your products or your work if such described individual protected person knows that one of your customers, or any other person or organization, has done any of the following:

- Sent its attorney and you a copy of one or more written complaints about any problem with those products or that work.
- Informed you that it refused to pay all or part of your charges for those products or that work.

- Advised you that those products or that work have failed to perform in compliance with any warranty you provided or any statement you made.
- Informed you that it demanded a refund of all or part of its payment for those products or that work.
- Threatened to you that it may take legal action against you or any other protected person about any problem with those products or that work.

*Described individual protected person* means you, if you're an individual, and any person while he or she is:

- your spouse, if you're an individual;
- your partner or co-venturer, or his or her spouse, if you're a partnership or joint venture;
- your member or manager if you're a limited liability company;
- your director or executive officer if you're a corporation or an other organization; or
- your risk manager, or any leader of your legal, finance, risk management, or other department that is responsible for insurance matters.

**Property damage or loss of use of property.** We won't cover:

- property damage; or
- loss of use of tangible property which isn't physically damaged that results from sudden and accidental physical damage to your products or your work after they've been put to their intended use.

*Property damage* means physical damage to tangible property of others, including all resulting loss of use of that property.

*Tangible property* doesn't include data.

**Stock offerings.** We won't cover loss that results from any actual or proposed:

- public stock offering;
- private stock offering or placement; or

- debt instrument offering or issuance; by or for you.

**Violation of trade law.** We won't cover loss that results from any actual or alleged violation of any securities, antitrust, restraint of trade, unfair or deceptive trade practices, unfair competition, or other consumer protection law.

**List Of Terms With Defined Meanings Shown In This Agreement**

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This section lists, in alphabetical order, the terms that have or include defined meanings shown in this agreement. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or
- add a defined meaning for any other term.

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<b>Term</b>	<b>Page</b>
Beginning date of this agreement	2
Damages	2
Described individual protected person	5
Ending date of this agreement	2
Errors and omissions retroactive date	2
Errors and omissions wrongful act	2
Extended reporting period	3
Limited reporting period	3
Property damage	5
Related errors and omissions wrongful acts	2
Tangible property	5



**CYBERTECH+ COVERAGE SUMMARY –  
LIABILITY**



This Coverage Summary shows the limits of coverage and deductibles that apply to your CyberTech+ general provisions and insuring agreements, and the beginning date and retroactive date that applies to each such insuring agreement. This Coverage Summary also lists those endorsements, if any, that must have certain information shown for them to apply.

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<b>Limits Of Coverage</b>	<b>Deductibles</b>
<b>Total limit.</b>	<b>Each wrongful act deductible.</b>
<b>Each wrongful act limit.</b>	<b>Total deductible.</b>
<b>Security breach notification expenses limit.</b>	
<b>Crisis management service expenses limit.</b>	

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**Your CyberTech+ Insuring Agreements** (  indicates applicable ):

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CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made  
Beginning date:  
Errors and omissions retroactive date:

CyberTech+ Network And Information Security Liability Protection - Claims-Made  
Beginning date:  
Network and information security retroactive date:

CyberTech+ Communications And Media Liability Protection - Claims-Made  
Beginning date:  
Communications and media retroactive date:

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**Named Endorsement Table**

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**Important Note:** Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply, too. If so, they're listed on the Policy Forms List.

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<b>Name of Insured</b>	<b>Policy Number</b>	<b>Effective Date</b>
		<b>Processing Date</b>

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## DEFENSE EXPENSES OUTSIDE OF LIMITS AND DEDUCTIBLES ENDORSEMENT - CYBERTECH<sup>+</sup> GENERAL PROVISIONS - LIABILITY

This endorsement changes your CyberTech<sup>+</sup> General Provisions - Liability form.

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### How Coverage Is Changed

There are nine changes which are described below. These changes broaden coverage.

1. The following replaces the Important note.

**Important note: Each of your CyberTech<sup>+</sup> insuring agreements that is a part of your policy is a claims-made and reported insuring agreement.**

2. The following replaces the Right and duty to defend a protected person section.

**Right and duty to defend a protected person.** We'll have the right and duty to defend any protected person against a claim or suit seeking damages for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements if no other insurance applies that provides for a duty to defend the claim or suit.

We'll also have the right and duty to defend any protected person against a suit seeking injunctive relief for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements if no other insurance applies that provides for a duty to defend the suit.

We'll have such rights and duties even if all of the allegations of such claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any wrongful act and to investigate and settle any claim or suit to the extent that we believe is proper. This includes the right to settle any claim or suit within:

- any deductible that applies; or
- the available limit of coverage.

Our duty to defend protected persons ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If the laws or rules of a country or jurisdiction prohibit us from fulfilling our duty to defend a protected person, the protected person will be responsible for providing the defense. We'll repay that protected person for the reasonable expenses incurred to provide such defense. Our duty to make such payments ends when we have used up the limit of coverage that applies with payment of judgment or settlements.

*Protected person* means any person or organization that qualifies as a protected person under the Who Is Protected Under Your CyberTech<sup>+</sup> Insuring Agreements section.

*Claim* means a demand that seeks damages.

*Suit* means a civil proceeding that seeks damages or injunctive relief, including:

- an arbitration proceeding for damages or injunctive relief to which the protected person must submit or submits with our consent; and
- any other alternative dispute resolution proceeding for damages or injunctive relief to which the protected person submits with our consent.

*Wrongful act* means any of the following:

- Errors and omissions wrongful act, if the CyberTech<sup>+</sup> Technology Errors And Omissions Liability Protection - Claims-Made is part of your policy.
- Network and information security wrongful act, if the CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made is part of your policy.

- Communications and media wrongful act, if the CyberTech+ Communications And Media Liability Protection - Claims-Made is part of your policy.

*Your CyberTech+ insuring agreements* means the following insuring agreements that you have purchased, as shown in the Coverage Summary:

- CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made.
- CyberTech+ Network And Information Security Liability Protection - Claims-Made.
- CyberTech+ Communications And Media Liability Protection - Claims-Made.

3. The following replaces the first paragraph of the Right to defend an indemnitee section.

**Right to defend an indemnitee.** If you have:

- assumed liability of an indemnitee to pay damages for loss sustained by others under a contract or agreement made before the wrongful act, including any part of related wrongful acts, that caused the loss was committed; and
- agreed under the same contract or agreement to defend, or pay for the defense of, that indemnitee against a claim or suit for such loss covered by one or more of your CyberTech+ insuring agreements;

we'll have the right, but not the duty, to defend that indemnitee against that claim or suit as if it were a protected person under the Right and duty to defend a protected person section.

4. The following replaces the second paragraph of the Additional Payments section.

Our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

5. The following replaces the Our expenses section.

**Our expenses.** We'll pay all expenses we incur.

6. The following replaces the Total limit section.

**Total limit.** This is the most we'll pay as damages for the combined total of all claims or suits for loss covered by one or more of your CyberTech+ insuring agreements.

7. The following replaces the Each wrongful act limit section.

**Each wrongful act limit.** This is the most we'll pay as damages for all claims or suits for loss covered by one or more of your CyberTech+ insuring agreements that is caused by:

- the same wrongful act; or
- related wrongful acts.

8. The following replaces the Deductibles section.

### Deductibles

The deductibles shown in the Coverage Summary and the information contained in this section fix the amount of damages incurred by or for you or any other protected person that you'll be responsible for paying and over which the limits of coverage will apply, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

The deductibles won't apply to payments we make under the Additional payments section.

**Each wrongful act deductible.** You'll be responsible for the amount of damages within this deductible for all claims or suits for loss covered by one or more of your CyberTech+ insuring agreements that is caused by:

- the same wrongful act; or
- related wrongful acts.

**Total deductible.** You'll be responsible for the amount of damages within this deductible for all claims or suits for loss covered by one or more of your CyberTech+ insuring agreements.

However, if no amount is shown for the total deductible in the Coverage Summary, the total deductible doesn't apply, and you'll be responsible for paying all applicable deductibles without further limitation, regardless of how often they apply.

**Repayment of deductible.** If we settle a claim or suit for damages, or pay a judgment for damages awarded in a suit, that are subject to a deductible, we'll pay the deductible as part of the settlement or judgment, unless you and we agree to do otherwise. You agree to repay us the deductible amount as soon as we notify you of our payment.

If you fail to repay us a deductible amount, and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

- Our deductible recovery expenses.
- Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

*Our deductible recovery expenses* means all fees, costs, and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. However, if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, our deductible recovery expenses will be a proportional amount based on the ratio

of the deductible amount awarded to the full amount of the deductible payment we sought.

9. The following replaces the Currency Conversion section.

#### **Currency Conversion**

Payments we make for damages, reasonable expenses to defend a protected person, or amounts described in the Additional Payments section that are covered by one or more of your CyberTech+ insuring agreements will be paid in the currency of the United States of America. Such damages or amounts that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the following dates:

- For payments we make for damages, the date of the judgment or settlement.
- For payments we make for reasonable expenses to defend a protected person or amounts described in the Additional Payments section, the close of business on the date immediately preceding the date the payment is processed.

#### **Other Terms**

All other terms of your policy remain the same.



**TECHNOLOGY  
PRIOR PERSONAL INJURY AND ADVERTISING INJURY  
COVERAGE ENDORSEMENT**

This endorsement changes your Technology Commercial General Liability Protection.

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**How Coverage Is Changed**

There are three changes that are described below. These changes broaden coverage.

1. The following is added to the Personal injury liability section of the What This Agreement Covers section.

We'll also pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- resulted from your business activities;
- was caused by a described personal injury offense committed during the described prior time period; and
- isn't previously known personal injury.

We'll consider all personal injury covered by the Technology Prior Personal Injury And Advertising Injury Coverage Endorsement to have been caused by a described personal injury offense committed on the first day of the policy period shown in the Introduction, regardless of when such described personal injury offense was actually committed.

*Described personal injury offense* means any of the following offenses:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

*Described prior time period* means the period that:

- begins on \_\_\_\_\_ at 12:01 a.m. at the address shown for you in the Introduction of your policy; and
- ends when this agreement begins.

*Previously known personal injury* means personal injury that was caused by a personal injury offense committed before this agreement begins and that was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that personal injury, or any other personal injury caused by that offense, to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that personal injury or any other personal injury caused by that offense.
- Any described individual protected person witnessing, or being told of, all or part of that personal injury or any other personal injury caused by that offense.

2. The following is added to the Advertising injury liability section of the What This Agreement Covers section.

We'll also pay amounts any protected person is legally required to pay as damages for covered advertising injury that:

- resulted from the advertising of your products, your work, or your completed work;

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- was caused by a described advertising injury offense committed during the described prior time period; and
- isn't previously known advertising injury.

We'll consider all advertising injury covered by the Technology Prior Personal Injury And Advertising Injury Coverage Endorsement to have been caused by a described advertising injury offense committed on the first day of the policy period shown in the Introduction, regardless of when such described advertising injury offense was actually committed.

*Described advertising injury offense* means any of the following offenses:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

*Previously known advertising injury* means advertising injury that was caused by an advertising injury offense committed before this agreement begins

and that was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that advertising injury, or any other advertising injury caused by that offense, to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that advertising injury or any other advertising injury caused by that offense.
- Any described individual protected person witnessing, or being told of, all or part of that advertising injury or any other advertising injury caused by that offense.

3. The following is added to the Material previously made known or used exclusion.

But we won't apply this exclusion to personal injury or advertising injury that results from any material that was first made known during the described prior time period.

### **Other Terms**

All other terms of your policy remain the same.

**CLAIMS OR SUITS BY PROTECTED PERSONS AGAINST PROTECTED PERSONS EXCLUSION ENDORSEMENT – CYBERTECH+ GENERAL PROVISIONS – LIABILITY**

This endorsement changes your CyberTech+ General Provisions - Liability form.

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**How Coverage Is Changed**

The following is added to the Claims or suits by protected persons against protected persons exclusion. This change broadens coverage.

Nor will we apply this exclusion to claims or suits made or bought by your current or former employee for failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of such employee, but only if such employee didn't commit or participate in the failure to prevent such unauthorized access or use.

**Other Terms**

All other terms of your policy remain the same.



**CRISIS MANAGEMENT SERVICE EXPENSES  
COVERAGE ENDORSEMENT -  
CYBERTECH<sup>+</sup> COMMUNICATIONS AND MEDIA LIABILITY**

This endorsement changes:

- your CyberTech<sup>+</sup> Communications And Media Liability Protection - Claims-Made; and
- your CyberTech<sup>+</sup> General Provisions - Liability form.

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**How Coverage Is Changed**

There are six changes which are explained below. These changes broaden coverage by adding coverage for your crisis management service expenses.

1. The following is added to the What This Agreement Covers section of your CyberTech<sup>+</sup> Communications And Media Liability Protection - Claims-Made.

**Crisis management service expenses.** We'll reimburse you for your crisis management service expenses that:

- result from a covered loss caused by a communications and media wrongful act committed on or after the communications and media retroactive date and before the ending date of this agreement; and
- are first incurred by you while this agreement is in effect.

We'll consider each communications and media wrongful act in a series of related communications and media wrongful acts to be committed on the date the first wrongful act in that series is committed.

We'll consider any of your crisis management service expenses that are:

- first incurred by you after the ending date of this agreement; and
- related to any of your crisis management service expenses that are first incurred by you while this agreement is in effect;

to have been first incurred by you while this agreement is in effect.

*Your crisis management service expenses* means the reasonable fees, costs, or expenses incurred and paid by you in:

- retaining a public relations consultant or firm, or a crisis management consultant or firm; or

- planning or executing your public relations campaign; to mitigate any actual or potential negative publicity generated from a covered loss.

But we won't consider your crisis management service expenses to include fees, costs, or expenses you incur to comply with any law or regulation.

2. The following replaces the first paragraph in the Where Your CyberTech<sup>+</sup> Insuring Agreements Cover section of your CyberTech<sup>+</sup> General Provisions - Liability form.

We'll apply your CyberTech<sup>+</sup> insuring agreements, and make payments under such insuring agreements, anywhere in the world except the prohibited area.

3. The following is added to the Limits Of Coverage section of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Crisis management service expenses limit.**

This limit is shown in the Coverage Summary. It is the most we'll pay for the combined total of all of your crisis management service expenses covered by one or more of your CyberTech<sup>+</sup> insuring agreements.

This limit is in addition to the each wrongful act limit and the total limit.

If the amount of the crisis management service expenses limit is left blank in the Coverage Summary, we'll consider that limit to be \$100,000.

4. The following is added to the Deductibles section of your CyberTech+ General Provisions - Liability form.

The deductibles also won't apply to payments we make for your crisis management service expenses.

5. The following is added to your CyberTech+ General Provisions - Liability form.

**Crisis Management Service Expenses  
Participation Percentage**

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You'll be responsible for 10% of your crisis management service expenses that result from covered loss that is caused by a communications and media wrongful act committed while this agreement is in effect.

The crisis management service expenses limit applies excess of this participation percentage.

6. The following is added to the Currency Conversion section of your CyberTech+ General Provisions - Liability form.

Payments we make for your crisis management service expenses will be paid in the currency of the United States of America. Such crisis management service expenses that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the close of business on the date immediately preceding the date the payment is processed.

**Other Terms**

All other terms of your policy remain the same.

**CRISIS MANAGEMENT SERVICE EXPENSES  
COVERAGE ENDORSEMENT -  
CYBERTECH<sup>+</sup> NETWORK AND INFORMATION SECURITY LIABILITY**

This endorsement changes:

- your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made; and
- your CyberTech<sup>+</sup> General Provisions - Liability form.

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**How Coverage Is Changed**

There are six changes which are explained below. These changes broaden coverage by adding coverage for your crisis management service expenses.

1. The following is added to the What This Agreement Covers section of your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made.

**Crisis management service expenses.** We'll reimburse you for your crisis management service expenses that:

- result from a covered loss caused by a network and information security wrongful act committed on or after the network and information security retroactive date and before the ending date of this agreement; and
- are first incurred by you while this agreement is in effect.

We'll consider each network and information security wrongful act in a series of related network and information security wrongful acts to be committed on the date the first wrongful act in that series is committed.

We'll consider any of your crisis management service expenses that are:

- first incurred by you after the ending date of this agreement; and
- related to any of your crisis management service expenses that are first incurred by you while this agreement is in effect;

to have been first incurred by you while this agreement is in effect.

*Your crisis management service expenses* means the reasonable fees, costs, or expenses incurred and paid by you in:

- retaining a public relations consultant or firm, or a crisis management consultant or firm; or
- planning or executing your public relations campaign; to mitigate any actual or potential negative publicity generated from a covered loss.

But we won't consider any of the following to be your crisis management service expenses:

- Fees, costs, or expenses you incur to comply with any law or regulation.
- Your security breach notification expenses.

*Your security breach notification expenses* means the following reasonable fees, costs, or expenses incurred and paid by you that result directly from a security breach:

- Fees, costs, or expenses to determine the persons whose identity information was accessed or acquired without their authorization.
- Fees, costs, or expenses to develop documents or materials to notify the persons whose identity information was accessed or acquired without their authorization.
- Costs of mailings or other communications required to notify the persons whose identity information was accessed or acquired without their authorization.
- Costs of providing 365 days of credit monitoring services to persons whose identity information was accessed or acquired without their authorization, starting with the date that you first notify such persons of the security breach.
- Costs of establishing and maintaining a call center to be used by persons whose identity information was

accessed or acquired without their authorization.

*Security breach* means unauthorized access to, or acquisition of, identity information owned, licensed, maintained, or stored by you.

*Identity information* means electronic data containing a person's name and any of the following information for that person:

- Social security number.
- Medical or health care information.
- Drivers license number.
- Credit, debit, bank, or other financial account number and any security code, access code, or password that would permit access to that account.
- Any other nonpublic personal information protected from unauthorized access or acquisition by any security breach notification law.

*Security breach notification law* means any of the following laws or regulations:

- Gramm-Leach-Bliley Act of 1999.
- Health Insurance Portability and Accountability Act of 1996.
- California's Security Breach Notification Act.
- Any other similar law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been accessed or acquired without their authorization.

2. The following replaces the first paragraph in the Where Your CyberTech<sup>+</sup> Insuring Agreements Cover section of your CyberTech<sup>+</sup> General Provisions - Liability form.

We'll apply your CyberTech<sup>+</sup> insuring agreements, and make payments under such insuring agreements, anywhere in the world except the prohibited area.

3. The following is added to the Limits Of Coverage section of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Crisis management service expenses limit.**

This limit is shown in the Coverage Summary. It is the most we'll pay for the combined total of all of your crisis management service expenses covered by

one or more of your CyberTech<sup>+</sup> insuring agreements.

This limit is in addition to the each wrongful act limit and the total limit.

If the amount of the crisis management service expenses limit is left blank in the Coverage Summary, we'll consider that limit to be \$100,000.

4. The following is added to the Deductibles section of your CyberTech<sup>+</sup> General Provisions - Liability form.

The deductibles also won't apply to payments we make for your crisis management service expenses.

5. The following is added to your CyberTech<sup>+</sup> General Provisions - Liability form.

**Crisis Management Service Expenses Participation Percentage**

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You'll be responsible for 10% of your crisis management service expenses that result from covered loss that is caused by a network and information security wrongful act committed while this agreement is in effect.

The crisis management service expenses limit applies excess of this participation percentage.

6. The following is added to the Currency Conversion section of your CyberTech<sup>+</sup> General Provisions - Liability form.

Payments we make for your crisis management service expenses will be paid in the currency of the United States of America. Such crisis management service expenses that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the close of business on the date immediately preceding the date the payment is processed.

**Other Terms**

All other terms of your policy remain the same.

**CRISIS MANAGEMENT SERVICE EXPENSES  
COVERAGE ENDORSEMENT -  
CYBERTECH+ TECHNOLOGY ERRORS AND OMISSIONS LIABILITY**

This endorsement changes:

- your CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made; and
- your CyberTech+ General Provisions - Liability form.

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**How Coverage Is Changed**

There are six changes which are explained below. These changes broaden coverage by adding coverage for your crisis management service expenses.

1. The following is added to the What This Agreement Covers section of your CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made.

**Crisis management service expenses.** We'll reimburse you for your crisis management service expenses that:

- result from a covered loss caused by an errors and omissions wrongful act committed on or after the errors and omissions retroactive date and before the ending date of this agreement; and
- are first incurred by you while this agreement is in effect.

But we'll only reimburse you for your crisis management service expenses that we approve.

We'll consider each errors and omissions wrongful act in a series of related errors and omissions wrongful acts to be committed on the date the first wrongful act in that series is committed.

We'll consider any of your crisis management service expenses that are:

- first incurred by you after the ending date of this agreement; and
- related to any of your crisis management service expenses that are first incurred by you while this agreement is in effect;

to have been first incurred by you while this agreement is in effect.

*Your crisis management service expenses* means the reasonable fees, costs, or expenses incurred and paid by you in:

- retaining a public relations consultant or firm, or a crisis management consultant or firm; or
  - planning or executing your public relations campaign;
- to mitigate any actual or potential negative publicity generated from a covered loss.

But we won't consider your crisis management service expenses to include fees, costs, or expenses you incur to comply with any law or regulation.

2. The following replaces the first paragraph in the Where Your CyberTech+ Insuring Agreements Cover section of your CyberTech+ General Provisions - Liability form.

We'll apply your CyberTech+ insuring agreements, and make payments under such insuring agreements, anywhere in the world except the prohibited area.

3. The following is added to the Limits Of Coverage section of your CyberTech+ General Provisions - Liability form.

**Crisis management service expenses limit.**

This limit is shown in the Coverage Summary. It is the most we'll pay for the combined total of all of your crisis management service expenses covered by one or more of your CyberTech+ insuring agreements.

This limit is in addition to the each wrongful act limit and the total limit.

If the amount of the crisis management service expenses limit is left blank in the Coverage Summary, we'll consider that limit to be \$100,000.

4. The following is added to the Deductibles section of your CyberTech+ General Provisions - Liability form.

The deductibles also won't apply to payments we make for your crisis management service expenses.

5. The following is added to your CyberTech+ General Provisions - Liability form.

**Crisis Management Service Expenses  
Participation Percentage**

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You'll be responsible for 10% of your crisis management service expenses that result from covered loss that is caused by an errors and omissions wrongful act committed while this agreement is in effect.

The crisis management service expenses limit applies excess of this participation percentage.

6. The following is added to the Currency Conversion section of your CyberTech+ General Provisions - Liability form.

Payments we make for your crisis management service expenses will be paid in the currency of the United States of America. Such crisis management service expenses that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the close of business on the date immediately preceding the date the payment is processed.

**Other Terms**

All other terms of your policy remain the same.

**PREMIUM ADJUSTMENT SUMMARY –  
CYBERTECH<sup>+</sup>**

This Summary applies to each of your CyberTech<sup>+</sup> insuring agreements that is part of your policy.

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**What This Summary Does**

This Premium Adjustment Summary shows when and how we'll adjust the premium for your CyberTech<sup>+</sup> insuring agreements.

**General Rules apply.** The Premiums rule in your General Rules applies to this Premium Adjustment Summary.

**How to read this table.** The table below shows the rating classifications, rates, and estimated exposures. However, if no classification, estimated exposure, or rate is shown, we will not adjust the premium.

**Estimated exposure.** The premiums for the classifications shown below are based on estimated exposures.

*Estimated exposure* means the exposure on which we based your premium.

**How we'll adjust your premium at the end of the policy year.** We'll adjust your premium at the end of the policy year. You agree to promptly provide your actual exposure figures for the entire policy year when we request them or make a physical audit. Then we'll apply the rates shown in the table to those figures. This will determine your actual premium for the policy year. If it's more than the premium we previously charged, you'll pay the balance when due. If it's less, you'll get credit for the difference. But you won't pay less than the coverage minimum premiums.

**Other Terms**

All other terms of your policy remain the same.

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Coverage Minimum Premium \$

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Classification	Estimated Exposure	Rate / \$1,000
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---

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**Name of Insured**

**Policy Number**

**Effective Date  
Processing Date**

---

Classification	Estimated Exposure	Rate / \$1,000
----------------	--------------------	----------------

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## **COPYRIGHTED SOFTWARE INFRINGEMENT ENDORSEMENT – CYBERTECH+ TECHNOLOGY ERRORS AND OMISSIONS LIABILITY**

This endorsement changes your CyberTech+ Technology Errors And Omissions Liability Protection - Claims-Made.

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### **How Coverage Is Changed**

There are two changes that are explained below.

1. The following is added to the Intellectual property exclusion. This change broadens coverage.

But we won't apply this exclusion to loss that results from any actual or alleged infringement of copyrighted software in your products or your work, unless the claim or suit for such loss is made or brought by or for any software copyright owner against any protected person.

*Infringement of copyrighted software* means:

- piracy of a copyrighted software product; or
- infringement of copyrighted software code or any other copyrighted element of any part of a software program.

*Copyrighted* means protected by a copyright, regardless of whether such copyright is registered with the United States Copyright Office.

*Software copyright owner* means any person or organization claiming ownership of copyrighted software code or any other copyrighted element of any part of a software program.

2. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

#### **Claims or suits by independent contractors for infringement of copyrighted software.**

We won't cover loss for which any claim or suit for infringement of copyrighted software is made or brought by or for any independent contractor in connection with material or services supplied to you by that independent contractor.

We explain the term independent contractor in the Employment-related practices exclusion in your CyberTech+ General Provisions - Liability form.

### **Other Terms**

All other terms of your policy remain the same.



**EXTENDED DEFINITION OF NETWORK AND INFORMATION SECURITY  
WRONGFUL ACT ENDORSEMENT –  
CYBERTECH+ NETWORK AND INFORMATION SECURITY LIABILITY**

This endorsement changes your CyberTech+ Network And Information Security Liability Protection - Clams-Made.

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**How Coverage Is Changed**

The following replaces the definition of network and information security wrongful act. This change broadens coverage.

*Network and information security wrongful act* means any of the following committed by or for a protected person in the conduct of your business:

- Failure to prevent the transmission of a computer virus.
- Failure to provide any authorized user of your website or your computer or communications network with access to such website or such computer or communications network.
- Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.

**Other Terms**

All other terms of your policy remain the same.



## SECURITY BREACH NOTIFICATION EXPENSES COVERAGE ENDORSEMENT - CYBERTECH<sup>+</sup>

This endorsement changes your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made and your CyberTech<sup>+</sup> General Provisions - Liability form.

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### How Coverage Is Changed

There are fourteen changes which are explained below. These changes broaden coverage by adding coverage for your security breach notification expenses.

1. The following is added to the Important Note of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Your security breach notification expenses covered by your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made are also within the limits of coverage.**

2. The following is added to the What This Agreement Covers section of your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made.

**Security breach notification expenses.** We'll also reimburse you for your security breach notification expenses that result from a security breach that:

- happens on or after the network and information security retroactive date and before the ending date of this agreement;
- you first have knowledge of while this agreement is in effect; and
- is first reported to us while this agreement is in effect or within 90 days after the ending date of this agreement.

We'll consider each security breach in a series of related security breaches to happen on the date that the first security breach in that series happens.

*Related security breaches* means two or more security breaches that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related

facts, circumstances, situations, events, transactions, or causes.

*Your security breach notification expenses* means the following reasonable fees, costs, or expenses incurred and paid by you that result directly from a security breach:

- Fees, costs, or expenses to determine the persons whose identity information was accessed or acquired without their authorization.
- Fees, costs, or expenses to develop documents or materials to notify the persons whose identity information was accessed or acquired without their authorization.
- Costs of mailings or other communications required to notify the persons whose identity information was accessed or acquired without their authorization.
- Costs of providing 365 days of credit monitoring services to persons whose identity information was accessed or acquired without their authorization, starting with the date that you first notify such persons of the security breach.
- Costs of establishing and maintaining a call center to be used by persons whose identity information was accessed or acquired without their authorization.
- Any other fees, costs, or expenses necessary to comply with any security breach notification law that applies to you.

But we won't consider any of the following to be your security breach notification expenses:

- Remuneration paid to your regular employees for work beyond their normal scheduled hours.
- Fees, costs, or expenses of outside consultants retained by you, unless we agree to reimburse you for such fees, costs, or expenses.

- Fines or penalties imposed by law or that any protected person has agreed to pay for any reason.
- Amounts that you voluntarily agree to pay to any person whose identity information was accessed or acquired without his or her authorization.
- Your crisis management service expenses.

*Security breach* means unauthorized access to, or acquisition of, identity information owned, licensed, maintained, or stored by you.

*Identity information* means electronic data containing a person's name and any of the following information for that person:

- Social security number.
- Medical or health care information.
- Drivers license number.
- Credit, debit, bank, or other financial account number and any security code, access code, or password that would permit access to that account.
- Any other nonpublic personal information protected from unauthorized access or acquisition by any security breach notification law.

*Security breach notification law* means any of the following laws or regulations:

- Gramm-Leach-Bliley Act of 1999.
- Health Insurance Portability and Accountability Act of 1996.
- California's Security Breach Notification Act.
- Any other similar law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been accessed or acquired without their authorization.

*Your crisis management service expenses* means the reasonable fees, costs, or expenses incurred and paid by you in:

- retaining a public relations consultant or firm, or a crisis management consultant or firm; or
- planning or executing your public relations campaign;

to mitigate any actual or potential negative publicity generated from a security breach.

3. The following is added to the When This Agreement Covers section of your CyberTech+ Network And Information Security Liability Protection - Claims-Made.

**When we consider you to have knowledge of a security breach.** We'll consider you to first have knowledge of a security breach on the earlier of the following dates:

- The date that any protected person first learns that a security breach has happened.
- The date that any authorized government entity first informs any protected person that it has concluded that a security breach has happened.

**When we consider a security breach to be first reported to us.** We'll consider a security breach to be first reported to us on the date that we first receive a written notice of such security breach from any protected person or any authorized government entity.

4. The following replaces the fifth paragraph in the Right and duty to defend a protected person section of your CyberTech+ General Provisions - Liability form.

Our duty to defend protected persons ends when we have used up the limit of coverage that applies with the payment of:

- judgments;
- settlements;
- defense expenses; or
- your security breach notification expenses.

But our payment of the security breach notification expenses limit won't end our duty to defend protected persons if we also haven't used up the limit of coverage that applies with the payment of judgments, settlements, or defense expenses.

5. The following replaces the seventh paragraph in the Right and duty to defend a protected person section of your CyberTech+ General Provisions - Liability form.

If the laws or rules of a country or jurisdiction prohibit us from fulfilling our

duty to defend a protected person, the protected person will be responsible for providing that defense. We'll repay that protected person for the reasonable defense expenses incurred to provide such defense. Such payments will reduce the available limits of coverage. Our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of:

- judgments;
- settlements;
- defense expenses; or
- your security breach notification expenses.

But our payment of the security breach notification expenses limit won't end our duty to make such payments if we also haven't used up the limit of coverage that applies with the payment of judgments, settlements, or defense expenses.

6. The following replaces the second paragraph in the Additional payments section of your CyberTech<sup>+</sup> General Provisions - Liability form.

Our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of:

- judgments;
- settlements;
- defense expenses; or
- your security breach notification expenses.

But our payment of the security breach notification expenses limit won't end our duty to make such payments if we haven't also used up the limit of coverage that applies with the payment of judgments, settlements, or defense expenses.

7. The following replaces the first paragraph in the Where Your CyberTech<sup>+</sup> Insuring Agreements Cover section of your CyberTech<sup>+</sup> General Provisions - Liability form.

We'll apply your CyberTech<sup>+</sup> insuring agreements, and make payments under such insuring agreements, anywhere in the world except the prohibited area.

8. The following is added to the Limits Of Coverage section of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Security breach notification expenses limit.**

This limit is shown in the Coverage Summary. It's the most we'll pay for your security breach notification expenses that result from all security breaches that:

- happen on or after the network and information security retroactive date and before the ending date of this agreement;
- you first have knowledge of while this agreement is in effect; and
- are first reported to us while this agreement is in effect or within 90 days after the ending date of this agreement.

If the amount of the security breach notification expenses limit is left blank in the Coverage Summary, we'll consider that limit to be \$500,000.

9. The following replaces the Total limit section of your CyberTech<sup>+</sup> General Provisions - Liability form.

**Total limit.** This is the most we'll pay for the combined total of:

- all damages and defense expenses for all claims or suits for loss covered by one or more of your CyberTech<sup>+</sup> insuring agreements; and
- all of your security breach notification expenses covered by your CyberTech<sup>+</sup> Network And Information Security Liability Protection - Claims-Made.

10. The following replaces the second paragraph in the Deductible section of your CyberTech<sup>+</sup> General Provisions - Liability form.

The deductible won't apply to payments we make under the Additional payments section or the Security breach notification expenses section.

11. The following section is added to your CyberTech+ General Provisions - Liability form.

**Security Breach Notification Expenses Participation Percentage**

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You'll be responsible for 20% of your security breach notification expenses that result from all security breaches that:

- happen on or after the network and information security retroactive date and before the ending date of this agreement;
- you first have knowledge of while this agreement is in effect; and
- are first reported to us while this agreement is in effect or within 90 days after the ending date of this agreement.

The security breach notification expenses limit applies excess of this participation percentage.

12. The following is added to the Other Insurance section of your CyberTech+ General Provisions - Liability form.

We'll also apply your CyberTech+ Network And Information Security Liability Protection - Claims-Made as excess insurance over any valid and collectible other insurance that:

- provides coverage for your security breach notification costs covered by such agreement; and
- wasn't bought specifically to apply in excess of the security breach notification expenses limit shown in the Coverage Summary.

13. The following replaces the fifth paragraph of Other Insurance section of your CyberTech+ General Provisions - Liability form.

Also, we'll pay only the amount of damages, defense expenses, and your security breach notification expenses covered by this agreement that are in excess of:

- the total amount that all such other insurance would pay if your CyberTech+ insuring agreements didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

14. The following is added to the Currency Conversion section of your CyberTech+ General Provisions - Liability form.

Payments we make for your security breach notification expenses that are covered by your CyberTech+ Network And Information Security Liability Protection - Claims-Made will be paid in the currency of the United States of America. Such security breach notification expenses that are stated in the currency of another country will be converted to the currency of the United States of America at the free rate of exchange as published by the Federal Reserve Bank of New York as of the close of business on the date immediately preceding the date the payment is processed.

**Other Terms**

All other terms of your policy remain the same.

*SERFF Tracking Number:* TRVD-125248656 *State:* Arkansas  
*First Filing Company:* St. Paul Fire and Marine Insurance Company, ... *State Tracking Number:* AR-PC-07-025666  
*Company Tracking Number:* 2007-05-0076  
*TOI:* 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions  
Liability  
*Product Name:* Technology Policy Program CyberTech+  
*Project Name/Number:* CyberTech+/2007-05-0076

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125248656 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025666  
Company Tracking Number: 2007-05-0076  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
Product Name: Technology Policy Program CyberTech+  
Project Name/Number: CyberTech+/2007-05-0076

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Withdrawn	08/16/2007
<b>Comments:</b>		
<b>Attachments:</b>		
NAIC Transmittal Doc (Forms only filing).pdf		
NAIC form Filing Schedule.pdf		
<b>Satisfied -Name:</b> AR Cover Letter	<b>Review Status:</b> Withdrawn	08/16/2007
<b>Comments:</b>		
<b>Attachment:</b>		
AR Form Filing letter.pdf		
<b>Satisfied -Name:</b> Form Filing Memorandum	<b>Review Status:</b> Withdrawn	08/16/2007
<b>Comments:</b>		
<b>Attachment:</b>		
CyberTech+ Form Filing Memo.pdf		
<b>Satisfied -Name:</b> Index of Forms	<b>Review Status:</b> Withdrawn	08/16/2007
<b>Comments:</b>		
<b>Attachment:</b>		
Cybertech+ Index.pdf		

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

<b>3. Group Name</b>	<b>Group NAIC #</b>
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
St. Paul Fire and Marine Insurance Company	MN	24767	41-0406690	
St. Paul Mercury Insurance Company	MN	24791	41-0881659	
St. Paul Guardian Insurance Company	MN	24775	41-0963301	

<b>5. Company Tracking Number</b>	2007-05-0076
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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
	Carol Letendre 385 Washington Street St. Paul, MN 55102	Senior Regulatory Analyst	651-310-7110 800-328-2189 Ext. 07110	651-310-4361	cletendr@travelers.com
7.	Signature of authorized filer		<i>Carol Letendre</i>		
8.	Please print name of authorized filer		Carol Letendre		

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

<b>9. Type of Insurance (TOI)</b>	17.1000 Other Liability Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.1019 Professional Errors & Omissions
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	N/A
<b>12. Company Program Title</b> (Marketing title)	N/A
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: September 3, 2007   Renewal: September 3, 2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	August 2, 2007
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2007-05-0071</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This filing consists of six (6) revised and nine (9) new forms and endorsements which are being filed for use with our Technology CyberTech + program. The changes to the revised forms are editorial in nature unless otherwise identified in the enclosed Filing Memorandum.

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #:** N/A - EFT  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

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

**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>2007-05-0076</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Cybertech+ General Provisions – Liability	L0609 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0609 5-06	Our Company Filing No.: 2006-05-0071
02	Cybertech+ Communications and Media Liability Protection – Claims Made	L0610 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0610 5-06	Our Company Filing No.: 2006-05-0071
03	Cybertech+ Network and Information Security Liability Protection – Claims Made	L0611 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0611 5-06	Our Company Filing No.: 2006-05-0071
04	Cybertech+ Technology Errors and Omissions Liability Protection – Claims-Made	L0612 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0612 5-06	Our Company Filing No.: 2006-05-0071
05	Cybertech+ Coverage Summary – Liability	L0613 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0613 5-06	Our Company Filing No.: 2006-05-0071
06	Defense Expenses Outside of Limits and Deductibles Endorsement – Cybertech+ General Provisions – Liability	L0623 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L0623 5-06	Our Company Filing No.: 2006-05-0071
07	Technology Prior Personal Injury and Advertising Injury Coverage Endorsement	G0668 06-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
08	Claims Or Suits By Protected Persons Against Protected Persons Exclusion Endorsement – Cybertech+ General Provisions - Liability	L0765 06-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
09	Crisis Management Service Expenses Coverage Endorsement – Cybertech+ Communications And Media Liability	L0766 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

Effective March 1, 2007

10	Crisis Management Service Expenses Coverage Endorsement – Cybertech+ Network and Information Security Liability	L0767 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
11	Crisis Management Service Expenses Coverage Endorsement – Cybertech+ Technology Errors And Omissions Liability	L0768 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
12	Premium Adjustment Summary – Cybertech+	L0769 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
13	Copyright Software Infringement Endorsement – CyberTech+ Technology Errors and Omissions Liability Protection – Claims Made	L0770 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
14	Extended Definition Of Network and Information Security Wrongful Act Endorsement – Cybertech+ Network and Information Security Liability	L0771 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
15	Security Breach Notification Expenses Coverage Endorsement – Cybertech+	L0772 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A



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Regulatory Affairs, Business Insurance  
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St. Paul, MN 55102  
Email: cletendr@travelers.com

August 2, 2007

Commissioner Julie Benafield Bowman  
Commissioner of Insurance  
State of Arkansas  
1200 West Third Street  
3<sup>rd</sup> and Cross  
Little Rock, AR 72201-1904

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY 3548-24767**

**ST. PAUL MERCURY INSURANCE COMPANY 3548-24791**

**ST. PAUL GUARDIAN INSURANCE COMPANY 3548-24775**

Technology CyberTech+, Supplement 13

Forms Submission

**Our Company Filing Number: 2007-05-0076**

Dear Madam:

In compliance with the insurance laws and regulations of your state, we respectfully submit a revision to our Technology CyberTech+ Program.

This filing consists of six (6) revised and nine (9) new forms and endorsements which are being filed for use with our Technology CyberTech + program. The changes to the revised forms are editorial in nature unless otherwise identified in the enclosed Filing Memorandum.

Please refer to the enclosed Filing Memorandum and Index of Forms for explanation and identification of the forms and endorsements included in this filing.

We plan to implement these changes with respect to policies effective on or after September 3, 2007. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Sincerely,

Carol Letendre  
Senior Regulatory Analyst  
CL/jrk  
Encl.

Technology Policy Program  
CyberTech+ Supplement 13  
Filing No: 2007-05-0076

Filing Memorandum

This filing consists of several forms and endorsements for use with our currently filed CyberTech+ Program. As identified below, there are six forms that are being revised as part of this filing. Upon further review of the forms we have determined that additional language is needed in some of the provisions to better clarify the coverage being provided. Please see the following explanation of the relevant changes. In addition we have made some editorial and formatting changes as well as correcting typographical errors.

CyberTech+ General Provisions – Liability Form L0609 Rev. 6-07

We have eliminated “for damages and defense expenses” from **Where Your CyberTech+ Insuring Agreements Cover** on Page 6. This change was made to clarify that these payments are also anywhere in the world.

We added “and defense expenses covered by your CyberTech+ that are” to the second to the last paragraph of the **Other Insurance** provisions on Page 13. This was added to clarify that we intend to pay both damages and defense expenses covered by the CyberTech+ insuring agreements(s).

CyberTech+ Communications and Media Liability Protection – Claims Made Form L0610 Rev. 6-07

We added the word “first” to the two bullet items in the **When we consider a claim or suit to be first made or brought** provision on Page 3. This change clarifies that only the first notice is relevant in determining whether this trigger requirement is met.

We eliminated “or any protected person from the first bullet” and added a second bullet to **When we’ll consider a claim or suit to be first made or brought** which reads: “The date that any *described individual protected person* first receives written notice of such claim or suit”. In the previous version the first bullet read: “The date we or any *protected person* receives written notice of such claim or suit.” on Page 3. This change expands coverage by limiting who must receive written notice of a claim or suit.

We removed the “False Material” exclusion under the **Exclusions – What This Agreement Won’t Cover** on Page 4. This exclusion is unnecessary since we’ve removed coverage for all wrongful acts that include falsity as an essential element of the act (i.e. libel, slander and disparagement).

We added “any actual or alleged” to the **Infringement of copyrighted software** exclusion on Page 4 so that it mirrors the **Patent and trade secrets** exclusion in the Network and Information Security Liability and Technology Errors and Omissions forms.

We removed “this communication and media protection to you” in the **Known communications and media wrongful acts** and have replaced it with a list of insuring agreements. This change was made to clarify our intent.

CyberTech+ Network and Information Security Liability Protection Claims Made L0611 Rev. 6-07

We eliminated “or any protected person from the first bullet” and added a second bullet to **When we’ll consider a claim or suit to be first made or brought** which reads: “The date that any *described individual protected person* first receives written notice of such claim or suit”. In the previous version the first bullet read: “The date we or any *protected person* receives written notice of such claim or suit.” on Page 3. This change expands coverage by limiting who must receive written notice of a claim or suit.

We added the word “first” to the two bulleted items in the **When We consider a claim or suit to be first made or brought** provision on Page 3. This change clarifies that only the first notice is relevant in determining whether this trigger requirement is met.

We removed “this network and information security protection to you” in the **Known network and information security wrongful acts** exclusion and have replaced it with a listing of insuring agreements. This change was made to clarify our intent.

CyberTech+ Technology Errors and Omissions Liability Protection – Claims Made Form L0612 Rev. 6-07

We eliminated “or any protected person from the first bullet” and added a second bullet to **When we’ll consider a claim or suit to be first made or brought** which reads: “The date that any *described individual protected person* first receives written notice of such claim or suit”. In the previous version the first bullet read: “The date we or any *protected person* receives written notice of such claim or suit.” on Page 3. This change expands coverage by limiting who must receive written notice of a claim or suit.

We added the word “first” to the two bullet items in the **When we consider a claim or suit to be first made or brought** provision on Page 3. This change clarifies that only the first notice is relevant in determining whether this trigger requirement is met.

For clarification purposes we added “or similar” to the first sentence of the **Known errors and omissions wrongful acts** exclusion on Page 4.

Defense Expenses Outside of Limits and Deductibles Endorsement – CyberTech + General Provisions – Liability Form L0623 Rev. 6-07

We have eliminated the reference to “the fifth and sixth paragraphs of” in the first sentence of Item 2, **How Coverage is Changed** and have restated the total **Right and duty to defend a protected person** section on Page 1.

We added “reasonable expenses to defend a protected person” to the first sentence and the second bullet in the **Currency Conversion** section on Page 3 to clarify amounts we pay as defense expenses even though they are outside of the limits.

CyberTech+ Coverage Summary – Liability Form L0613 Rev. 6-07

We expanded the limits of coverage section to include limits for Security breach notification expenses and Crisis management service expenses limit.

All of the new forms that are included with this filing are self-explanatory and broaden coverage.

Technology Policy Program  
CyberTech +  
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