

SERFF Tracking Number: TRVD-125802076 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-08-0066-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: CyberFirst
Project Name/Number: CyberFirst/2008-08-0066-F

Filing at a Glance

Companies: The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: CyberFirst SERFF Tr Num: TRVD-125802076 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: 2008-08-0066-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Authors: Carrie Acuna, Carol Letendre Disposition Date: 10/17/2008
Date Submitted: 10/03/2008 Disposition Status: Approved
Effective Date Requested (New): 08/01/2009 Effective Date (New):
Effective Date Requested (Renewal): 08/01/2009 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: CyberFirst Status of Filing in Domicile: Pending
Project Number: 2008-08-0066-F Domicile Status Comments:
Reference Organization: NA Reference Number: NA
Reference Title: NA Advisory Org. Circular: NA
Filing Status Changed: 10/17/2008
State Status Changed: 10/17/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
See cover letter

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Company and Contact

Filing Contact Information

Laurie Buck, Regulatory Manager
 385 Washington Street
 St. Paul, MN 55102
 LJBUCK@travelers.com
 (651) 310-8570 [Phone]
 (651) 310-4361[FAX]

Filing Company Information

The Charter Oak Fire Insurance Company	CoCode: 25615	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0291290	

The Phoenix Insurance Company	CoCode: 25623	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0303275	

The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0566050	

The Travelers Indemnity Company of America	CoCode: 25666	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 01683	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 58-6020487	

The Travelers Indemnity Company Of Connecticut	CoCode: 25682	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0336212	

Travelers Property Casualty Company of	CoCode: 25674	State of Domicile: Connecticut
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America

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 36-2719165

Company Type:
State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$50.00	10/03/2008	22904520
The Phoenix Insurance Company	\$0.00	10/03/2008	
The Travelers Indemnity Company	\$0.00	10/03/2008	
The Travelers Indemnity Company of America	\$0.00	10/03/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	10/03/2008	
Travelers Property Casualty Company of America	\$0.00	10/03/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/17/2008	10/17/2008

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Disposition

Disposition Date: 10/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

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	Approved	Yes
Supporting Document	Cover letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	CyberFirst Declarations	Approved	Yes
Form	CyberFirst General Provisions Form	Approved	Yes
Form	CyberFirst Communications and Media Liability Coverage Form	Approved	Yes
Form	CyberFirst Technology Errors and Omissions Liability Coverage Form	Approved	Yes
Form	CyberFirst Network and Information Security Liability Coverage Form	Approved	Yes
Form	Exclusion - Described Professional Services	Approved	Yes
Form	Additional Insured - Controlling Persons or Organizations	Approved	Yes
Form	Amendment of Coverage - Network and Information Security Retroactive Date	Approved	Yes
Form	Amendment of Coverage - Communications and Media Retroactive Date	Approved	Yes
Form	Defense Expenses Outside of Limits and Deductible	Approved	Yes
Form	Defense Expenses Outside of Deductible	Approved	Yes
Form	Exclusion - Wrongful Acts Committed By Designated Persons or Organizations	Approved	Yes
Form	Supplemental Extended Reporting Period Endorsement	Approved	Yes
Form	Amendment of Coverage - Infringement of Copyrighted Software	Approved	Yes
Form	Amendment of Communications and Media Wrongful Act, Advertising Injury and Personal Injury Definitions	Approved	Yes
Form	Exclusion - Insureds In Media Type Businesses	Approved	Yes

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Form	Exclusion - Claims or Suits By Designated Persons or Organizations	Approved	Yes
Form	Amendment of Network and Information Security Wrongful Act Definition	Approved	Yes
Form	Consent to Settle	Approved	Yes
Form	Amendment of Coverage Territory Definition	Approved	Yes
Form	Basic Extended Reporting Period Extension Endorsement	Approved	Yes
Form	Exclusion - Described Professional Services	Approved	Yes
Form	Additional Insured - Designated Persons or Organizations	Approved	Yes
Form	Exclusion - Designated Business Activities	Approved	Yes
Form	Earned Premium Calculation Endorsement	Approved	Yes
Form	Security Breach Notification Expenses Coverage	Approved	Yes
Form	Amendment of Coverage - Errors and Omissions Retroactive Date	Approved	Yes
Form	Exclusion - Failure to Deliver Your Product or Begin Your Work	Approved	Yes
Form	Exclusion - Electronic Fund Transfer	Approved	Yes
Form	Exclusion - Developmental Risk	Approved	Yes
Form	Exclusion - Designated Contracts	Approved	Yes
Form	Amendment of Errors and Omissions Wrongful Act Definition	Approved	Yes
Form	Exclusion - Designated Products or Work	Approved	Yes
Form	Contract Price Costs Liability Coverage	Approved	Yes
Form	Exclusion - Unauthorized Access Or Use	Approved	Yes
Form	Exclusion - Aircraft Products or Work	Approved	Yes
Form	Crisis Management Service Expenses Coverage - Technology Errors and Omissions Liability	Approved	Yes

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Form	Amendment of Coverage - Infringement of Copyrighted Software - Technology Errors and Omissions Liability	Approved	Yes
Form	Exclusion - Described Professional Services	Approved	Yes
Form	Amendment of Coverage - Designated Contracts	Approved	Yes
Form	Crisis Management Service Expenses Coverage - Network and Information Security Liability	Approved	Yes
Form	Crisis Management Service Expenses Coverage - Communications and Media Liability	Approved	Yes
Form	Cap on Losses From Certified Acts of Terrorism	Approved	Yes
Form	Notice Defense Expenses Within Limits of Insurance - Arkansas	Approved	Yes
Form	Pollution Exclusion Hostile Fire Smoke Exception - Arkansas	Approved	Yes
Form	Arkansas Mandatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CyberFirst Declarations	PR T0 00 07 08	07-2008	Declaration New s/Schedule		0.00	PRT0000708 CYBERADVANTAGE DECLARATIONS.pdf
Approved	CyberFirst General Provisions Form	PR T1 00 07 08	07-2008	Endorsement/Amendment/Conditions		0.00	PRT1000708 CyberfirstGeneral Provisions.pdf
Approved	CyberFirst Communications and Media Liability Coverage Form	PR T1 01 07 08	07-2008	Policy/Coverage New Form		0.00	PRT1010708 CAML.pdf
Approved	CyberFirst Technology Errors and Omissions Liability Coverage Form	PR T1 02 07 08	07-2008	Policy/Coverage New Form		0.00	PRT1020708 EO.pdf
Approved	CyberFirst Network and Information Security Liability Coverage Form	PR T1 03 07 08	07-2008	Policy/Coverage New Form		0.00	PRT1030708 NAISLdoc.pdf
Approved	Exclusion - Described Professional Services	PR T3 00 07 08	07-2008	Endorsement/Amendment/Conditions		0.00	PRT3000708 Exclusion Described Professional

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Approval	Description	PR	T3	01	07-2008	Endorsement/Amendment/Conditions	New	0.00	Services-CAML.pdf
Approved	Additional Insured - Controlling Persons or Organizations	PR	T3	01	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT3010708 Additional Insured Controlling Persons or Organizations.pdf
Approved	Amendment of Coverage - Network and Information Security Retroactive Date	PR	T3	02	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT3020708 Amendment of Coverage Retroactive Date for NAISL.pdf
Approved	Amendment of Coverage - Communications and Media Retroactive Date	PR	T3	03	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT3030708 Amendment of Coverage Retroactive Date for CAML.pdf
Approved	Defense Expenses Outside of Limits and Deductible	PR	T3	04	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT3040708 Defense Expenses Outside of Limits and Deductible.pdf
Approved	Defense Expenses Outside of Deductible	PR	T3	05	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT3050708 Defense Expenses Outside of Deductible.pdf
Approved	Exclusion -	PR	T3	06	07-2008	Endorsement/Amendment/Conditions	New	0.00	PRT306070

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	Wrongful Acts Committed By Designated Persons or Organizations	07 08		nt/Amendment/Conditions			8 Wrongful Acts Committed by Designated Persons or Organizations.pdf
Approved	Supplemental Extended Reporting Period Endorsement	PR T3 07 07-2008	07-2008	Endorsement/Amendment/Conditions	0.00		PRT3070708 Supplemental Extended Reporting Period.pdf
Approved	Amendment of Coverage - Infringement of Copyrighted Software	PR T3 08 07-2008	07-2008	Endorsement/Amendment/Conditions	0.00		PRT3080708 Amendment of Coverage Infringement of Copyrighted Software.pdf
Approved	Amendment of Communications and Media Wrongful Act, Advertising Injury and Personal Injury Definitions	PR T3 09 07-2008	07-2008	Endorsement/Amendment/Conditions	0.00		PRT3090708 Amendment of CaML Wrongful Act Advertising Injury and Personal Injury Def.pdf
Approved	Exclusion - Insureds In Media Type Businesses	PR T3 10 07-2008	07-2008	Endorsement/Amendment/Conditions	0.00		PRT3100708 Exclusion Insureds in Media Type Businesses.

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Approval	Description	PR	T3	MM	YY	Amount	File Name
Approved	Exclusion - Claims or Suits By Designated Persons or Organizations	PR T3 11	07	2008	07 08	0.00	PRT3110708 Exclusion Claims or Suits by Designated Persons or Organizations.pdf
Approved	Amendment of Network and Information Security Wrongful Act Definition	PR T3 12	07	2008	07 08	0.00	PRT3120708 Amendment of NaISL Wrongful Act Definition.pdf
Approved	Consent to Settle	PR T3 13	07	2008	07 08	0.00	PRT3130708 Consent to Settle End.pdf
Approved	Amendment of Coverage Territory Definition	PR T3 14	07	2008	07 08	0.00	PRT3140708 Amendment of Coverage Territory Definition.pdf
Approved	Basic Extended Reporting Period Extension Endorsement	PR T3 15	07	2008	07 08	0.00	PRT3150708 Basic Extended Reporting Period Extention End.pdf
Approved	Exclusion - Described Professional Services	PR T3 16	07	2008	07 08	0.00	PRT3160708 Exclusion Described Professional Services -

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Approval	Description	PR	T3	Year	Endorsement/Condition	Amount	Attachment
Approved	Additional Insured - Designated Persons or Organizations	PR T3 17	07-2008	07 08	Endorsement/Conditions	0.00	NAISL.pdf PRT3170708 Additional Insured Designated Persons or Organziations.pdf
Approved	Exclusion - Designated Business Activities	PR T3 18	07-2008	07 08	Endorsement/Conditions	0.00	PRT3180708 Exclusion Designated Business Activities.pdf
Approved	Earned Premium Calculation Endorsement	PR T3 19	07-2008	07 08	Endorsement/Conditions	0.00	PRT3190708 Earned Premium Calculation End.pdf
Approved	Security Breach Notification Expenses Coverage	PR T3 21	07-2008	07 08	Endorsement/Conditions	0.00	PRT3210708 Security Breach Notification Expenses Cov NAISL.pdf
Approved	Amendment of Coverage - Errors and Omissions Retroactive Date	PR T3 22	07-2008	07 08	Endorsement/Conditions	0.00	PRT3220708 Amendment of Coverage - Retro date for EO.pdf
Approved	Exclusion - Failure to Deliver Your Product or Begin Your Work	PR T3 23	07-2008	07 08	Endorsement/Conditions	0.00	PRT3230708 Exclusion - Failure to deliver for EO.pdf
Approved	Exclusion -	PR T3 24	07-2008		Endorsement New	0.00	PRT324070

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Approval	Description	PR	T3	07-2008	Endorsement/Amendment/Conditions	Value	File Name
	Electronic Fund Transfer	07	08		nt/Amendment/Conditions		8 Exclusion Electronic Fund Transfer EO.pdf
Approved	Exclusion - Developmental Risk	PR T3 25	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3250708 Exclusion Developmental Risk.pdf
Approved	Exclusion - Designated Contracts	PR T3 26	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3260708 Exclusion Designated Contracts.pdf
Approved	Amendment of Errors and Omissions Wrongful Act Definition	PR T3 27	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3270708 Coverage Amendment- EO Wrongful Act Redefined.pdf
Approved	Exclusion - Designated Products or Work	PR T3 28	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3280708 Exclusion Designated Products or Work.pdf
Approved	Contract Price Costs Liability Coverage	PR T3 29	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3290708 Contract Price Costs Liability Coverage.pdf
Approved	Exclusion - Unauthorized Access Or Use	PR T3 30	07-2008	07 08	Endorsement/Amendment/Conditions	0.00	PRT3300708 Exclusion Unauthorized Use Or Access.pdf

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Approved	Exclusion - Aircraft Products or Work	PR T3 31 07-2008 07 08	Endorsement/Amendment/Conditions	New	0.00	PRT3310708 Exclusion Aircraft Product Or Work.pdf
Approved	Crisis Management Service Expenses Coverage - Technology Errors and Omissions Liability	PR T3 32 07-2008 07 08	Endorsement/Amendment/Conditions	New	0.00	PRT3320708 Crisis Management Service Expense Cov EO.pdf
Approved	Amendment of Coverage - Infringement of Copyrighted Software - Technology Errors and Omissions Liability	PR T3 33 07-2008 07 08	Endorsement/Amendment/Conditions	New	0.00	PRT3330708 Amendment of Coverage - Infringement of Copyrighted Software.pdf
Approved	Exclusion - Described Professional Services	PR T3 34 07-2008 07 08	Endorsement/Amendment/Conditions	New	0.00	PRT3340708 Exclusion - Described Professional Services.pdf
Approved	Amendment of Coverage - Designated Contracts	PR T3 35 07-2008 07 08	Endorsement/Amendment/Conditions	New	0.00	PRT3350708 Amendment Of Coverage Designated Contracts.pdf
Approved	Crisis Management	PR T3 36 07-2008 07 08	Endorsement/Amendment	New	0.00	PRT3360708 Crisis

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	Service Expenses Coverage - Network and Information Security Liability	ent/Conditions	Management Service Expense Cov NAISL End.pdf		
Approved	Crisis Management Service Expenses Coverage - Communications and Media Liability	PR T3 37 07-2008 07 08	Endorsement/New Amendment/Conditions	0.00	PRT3370708 Crisis Management Service Expense Cov CAML End.pdf
Approved	Cap on Losses From Certified Acts of Terrorism	PR T3 38 07-2008 07 08	Endorsement/New Amendment/Conditions	0.00	PRT3380708Cap On Certified Acts of Terrorism Endt.pdf
Approved	Notice Defense Expenses Within Limits of Insurance - Arkansas	PR F0 01 07-2008 07 08	Endorsement/New Amendment/Conditions		AR PRF0010708 Arkansas Notice Defense Expenses Within Limits.pdf
Approved	Pollution Exclusion Hostile Fire Smoke Exception - Arkansas	PR F0 02 07-2008 07 08	Endorsement/New Amendment/Conditions		AR PRF0020708 Arkansas Hostile Fire Smoke Pollution Endt.pdf
Approved	Arkansas Mandatory	PR F0 19 07-2008 07 08	Endorsement/New Amendment		AR PRF019070

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Endorsement

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8 Arkansas
Mandatory
Endorsemen
t.pdf

POLICY NUMBER:
ISSUE DATE:

CYBERFIRST DECLARATIONS

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE AND REPORTED BASIS
DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE**

INSURING COMPANY:

1. NAMED INSURED AND ADDRESS: (Show Number, Street, City, County, State and Zip Code)

2. COVERAGE FORMS FORMING THIS POLICY, POLICY PERIODS AND RETROACTIVE DATES:

_____ **Communications And Media Liability Coverage Form**

Policy Period: From: _____ to _____ 12:01 A.M. Standard Time at the address of the first named insured as stated herein.

Communications And Media Retroactive Date:

_____ **Network And Information Security Liability Coverage Form**

Policy Period: From: _____ to _____ 12:01 A.M. Standard Time at the address of the first named insured as stated herein.

Network And Information Security Retroactive Date:

_____ **Technology Errors And Omissions Liability Coverage Form**

Policy Period: From: _____ to _____ 12:01 A.M. Standard Time at the address of the first named insured as stated herein.

Errors And Omissions Retroactive Date:

4. LIMITS OF INSURANCE AND PARTICIPATION PERCENTAGE:

General Aggregate Limit \$

Each Wrongful Act Limit \$

Crisis Management Service Expenses Limit \$

Security Breach Notification Expenses Limit \$

5. DEDUCTIBLE:

Each Wrongful Act Deductible:

Crisis Management Service Expenses Participation Percentage: %

Security Breach Notification Expenses Participation Percentage: %

6. PREMIUM: \$

7. Numbers of Forms, Schedules & Endorsements Forming This Policy are Attached as a Separate Listing.

NAME AND ADDRESS OF AGENT OF BROKER:

COUNTERSIGNED BY:

Authorized Representative

Date: _____

CYBERFIRST GENERAL PROVISIONS FORM

THIS FORM APPLIES TO EACH OF YOUR CYBER LIABILITY COVERAGE FORMS THAT ARE PART OF YOUR POLICY. EACH OF THOSE COVERAGE FORMS PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

This form contains provisions that apply to each of "your cyber liability coverage forms". Various provisions in this form and "your cyber liability coverage forms" restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the CyberFirst Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions. Some words and phrases that do not appear in quotation marks in this form are defined in Section II – Definitions of "your cyber liability coverage forms". Each term with a defined meaning shown in "your cyber liability coverage forms", when used in this form, will have the defined meaning shown for that term in "your cyber liability coverage forms".

SECTION I – COVERAGE

1. Defense Of Claims Or Suits

- a. We will have the right and duty to defend the insured against any claim or "suit" seeking damages for loss to which the insurance provided under one or more of "your cyber liability coverage forms" applies, if no provider of other insurance has a duty to defend the insured against that claim or "suit". However, we will have no duty to defend the insured against any claim or "suit" seeking damages for loss to which the insurance provided under "your cyber liability coverage forms" does not apply.

We will also have the right and duty to defend the insured against any "suit" seeking injunctive relief for loss to which the insurance provided under one or more of "your cyber liability coverage forms" applies, if no provider of other insurance has a duty to defend that "suit". However, we will have no duty to defend the insured against any "suit" seeking injunctive relief for loss to which the insurance provided under "your cyber liability coverage forms" does not apply.

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

We may, at our discretion, investigate any "wrongful act" or claim and settle any claim or "suit". But our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

- b. We will have the right, but not the duty, to defend your indemnitee as if it were an insured under Paragraph a. above if all of the following conditions are met:
 - (1) The claim or "suit" against the indemnitee seeks damages for loss for which you are obligated to pay by reason of the assumption of that indemnitee's liability in a contract or agreement that was made before the "wrongful act", including any part of "related wrongful acts", that caused such loss was known by any "described authorized person";
 - (2) The insurance provided under one or more of "your cyber liability coverage forms" applies to such liability assumed by you; and
 - (3) The obligation to defend, or the cost of the defense of, the indemnitee, has also been assumed by you in the same contract or agreement.

When we defend a claim or "suit" against your indemnitee, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

- c. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments or under "your cyber liability coverage forms".

2. Supplementary Payments

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

- a. All expenses, other than "defense expenses", we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
- c. All reasonable expenses incurred at our request by the insured, who is an individual, to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$1,000 a day by that individual because of time off from work.
- d. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.
- g. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which one or more of "your cyber liability coverage forms" apply and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

3. Exclusions Applying To All Of Your Cyber Liability Coverage Forms

The following exclusions apply to all coverages provided under "your cyber liability coverage forms". These exclusions are in addition to the exclusions contained in each such coverage form and that apply only to the coverage provided under such coverage form.

The insurance provided under "your cyber liability coverage forms" does not apply to:

a. Advertising Injury, Bodily Injury, or Personal Injury

"Advertising injury", "bodily injury" or "personal injury".

b. Claims Or Suits By Certain Persons Or Organizations

Loss for which a claim is made or "suit" is brought by or on behalf of any "controlled organization" or "controlling person or organization".

c. Contractual Liability

Loss for which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement that was made after the "wrongful act", including any part of "related wrongful acts", that caused the loss was known by any "described authorized person".

This exclusion does not apply to loss for which the insured would have liability without the contract or agreement.

d. Credit Or Voluntary Payment

Any credit or voluntary payment made or given for any reason.

e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Acts Or Knowing Violations Of Rights Or Laws

Loss arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

f. Employment-Related Practices

Loss to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of loss to that person at whom any of the employment-related practices described in Paragraph (1) above is directed.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the loss.

g. Government Demands Or Proceedings

Any demand made or proceeding brought by:

- (1) The Federal Trade Commission;
- (2) The Federal Communications Commission; or
- (3) Any other federal, national, state, local, or foreign government, agency, or entity.

This exclusion does not apply to any claim made or "suit" brought by or on behalf of a federal, national, state, local, or foreign government, agency, or entity in its capacity as your customer.

h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend any insured against a "suit" seeking injunctive relief.

i. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

j. Nuclear Energy

Loss arising out of the "hazardous properties" of "nuclear material".

k. Pollution

Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

l. Pollution-Related

Any loss, cost, or expense arising out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

SECTION II – WHO IS AN INSURED

1. If you are designated in the CyberFirst Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your partners or your members, and their spouses, are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
- d. A public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, directors, or "executive officers" are also insureds, but only with respect to their duties as your elected or appointed officials, directors, or "executive officers".
- e. An organization other than a partnership, joint venture, limited liability company, or public entity, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their duties as your "executive officers" or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", other than either your managers (if you are a limited liability company) or your "executive officers" (if you are an organization other than a partnership, joint venture, limited liability company or public entity), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - c. Members of "your boards" (if you are a public entity), but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
3. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However, coverage under this provision is provided only:
- a. Until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 90 days after you acquire or form it; or
 - b. Until the end of the policy period, when that date is later than 90 days after you acquire or form such organization, if you report such organization in writing to us within 90 days after you acquire or form it and we agree in writing that it will continue to be a Named Insured until the end of the policy period.
4. Any person or organization that is not otherwise an insured under this policy and that you have agreed in a written contract or agreement to include as an additional insured under this policy is an insured, but only with respect to liability for loss to which one or more of "your cyber liability coverage forms" applies that:
- a. Is caused by a "wrongful act" committed after you have signed and executed that contract or agreement; and
 - b. Is caused, in whole or in part, by acts or omissions of you, or any person or organization acting on your behalf, under that contract or agreement.

The limits of insurance provided to such person or organization will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the CyberFirst Declarations, whichever are less.

5. Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the CyberFirst Declarations is a Named Insured if:
- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
 - b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured after the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

6. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the CyberFirst Declarations. This subparagraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the CyberFirst Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of any applicable deductible.

2. The General Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for loss to which the insurance provided under one or more of "your cyber liability coverage forms" applies.

If no amount is shown for the General Aggregate Limit in the CyberFirst Declarations, the General Aggregate Limit will be the higher of the Each Wrongful Act Limit or \$1,000,000.

3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for loss:
- a. To which the insurance provided under one or more of "your cyber liability coverage forms" applies; and

- b. That is caused by the same “wrongful act” or “related wrongful acts”.
4. When any of “your cyber liability coverage forms” and any other policy or insuring clause in a coverage form or bond written by us or any of our affiliated insurance companies and issued to you or any “controlled organization” or “controlling person or organization” apply or applied to the same claim or “suit”, the most we will pay for damages and “defense expenses” is the highest limit of insurance that applies or applied to the same claim or “suit” under any one of those policies or clauses.

This paragraph does not apply to umbrella insurance, or excess insurance, written by us or any of our affiliated insurance companies and issued to you or any “controlled organization” or “controlling person or organization” specifically to apply in excess of the Limits of Insurance shown in the CyberFirst Declarations.

SECTION IV – DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the CyberFirst Declarations and the rules below fix the amount of damages and “defense expenses” incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
- a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
- The Each Wrongful Act Deductible does not apply to payments we make under Supplementary Payments.
2. The Each Wrongful Act Deductible applies to all damages and “defense expenses” for all claims or “suits” for loss:
- a. To which the insurance provided under one or more of “your cyber liability coverage forms” applies; and
 - b. That is caused by the same “wrongful act” or “related wrongful acts”.
3. The applicable limits of insurance will not be reduced by the amount of any damages or “defense expenses” within the deductible amount.
4. The terms of this policy, including those with respect to:
- a. Our right and duty with respect to the defense of claims or “suits”; and
 - b. Your duties in the event of a “wrongful act,” claim or “suit”;
- apply irrespective of the application of the deductible amount.

5. 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 may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay “defense expenses” that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for 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:
- a. “Our deductible recovery expenses”; and
 - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V – CYBER LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of A Claim Or Suit

- a. If a claim or “suit” is made or brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us in writing of the claim or “suit” as soon as practicable, but in no event after the policy period or the Basic Extended Reporting Period, or the Supplemental Extended Reporting Period if such reporting period is provided.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which the insurance provided under any of “your cyber liability coverage forms” may also apply.

- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

- a. The insurance provided under "your cyber liability coverage forms" is excess over any valid and collectible other insurance that is available to the insured for a loss we cover under this policy, whether such other insurance is primary, excess, contingent or on any other basis.

As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Any risk retention group;
- (3) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (4) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown in the CyberFirst Declarations.

- b. We will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". But we will have the right to associate in the defense and control any claim or "suit" that we reasonably believe is likely to involve the insurance provided under one or more of "your cyber liability coverage forms". If no provider of other insurance defends any claim or "suit" seeking damages, or any "suit" seeking injunctive relief, for loss to which the insurance provided under one or more of "your cyber liability coverage forms" applies, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

- c. We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

5. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium shown in the CyberFirst Declarations may be an advance premium. If it is an advance premium, your policy will contain an endorsement that shows when and how we will compute your earned premium.

If the earned premium is greater than the advance premium, we will send a bill to the first Named Insured shown in the CyberFirst Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, we will return the excess to the first Named Insured. However, if the earned premium is less than the minimum premium we are allowed to charge, your premium will never be less than such minimum premium.

- c. If the premium is an advance premium, the first Named Insured shown in the CyberFirst Declarations must keep records of the information we need for premium computation and must send us copies of those records at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the CyberFirst Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this policy in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this policy in connection with the claim or "suit".
- c. Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of loss caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

9. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the CyberFirst Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

10. Transfer Of Control Of Defense

Before the available limit of insurance 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:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable 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 do not 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 insurance is used up.

11. When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable "defense expenses" incurred to provide such defense. Such payments will reduce the available limit of insurance. Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

12. When We Are Prohibited From Paying Damages On Behalf Of An Insured

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured must pay as damages for loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages up to the applicable limit of insurance.

13. When We Are Prohibited From Paying Supplementary Payments

If the laws or regulations of a country or jurisdiction prohibit us from paying a Supplementary Payment, we will repay an insured for such Supplementary Payment that the insured incurs.

14. Currency

Payments for damages, “defense expenses” and Supplementary Payments will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of “defense expenses” or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

15. Limitations On Our Representations And Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

16. Common Policy Conditions References To Common Policy Declarations And Coverage Part

All references to Common Policy Declarations in the Common Policy Conditions attached to this policy will be deemed to refer to the CyberFirst Declarations. All references to Coverage Part in the Common Policy Conditions attached to this policy will be deemed to refer to “your cyber liability coverage forms”.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or “suits” for loss caused by a “wrongful act” committed before the end of the policy period and after the applicable Retroactive Date shown in the CyberFirst Declarations. Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period automatically applies to “your cyber liability coverage forms” without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or “suits” that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available if this policy is canceled or not renewed, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for all of “your cyber liability coverage forms”;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this policy.

This endorsement will set forth the terms, not inconsistent with this Section VI – Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or “suits” first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limit of insurance described below. But only for claims or "suits" for loss to which the insurance provided under one or more of "your cyber liability coverage forms" applies that are:

- a. First made or brought against any insured during the Supplemental Extended Reporting Period; and
- b. First reported to us during such reporting period.

The supplemental aggregate limit of insurance will be equal to the dollar amount shown in the Cyber-First Declarations in effect at the end of the policy period for the General Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Wrongful Act Limit shown in the CyberFirst Declarations will then continue to apply, as set forth in Paragraph 3. of Section III - Limits Of Insurance.

SECTION VII – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:

- a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (1) Appropriates a person's name, voice, photograph or likeness;
 - (2) Unreasonably places a person in a false light; or
 - (3) Discloses information about a person's private life; or

c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

3. "Bodily injury" means any harm, including sickness or disease, to the health of other persons, including mental anguish, injury or illness, or emotional distress.

4. "Controlled organization" means any organization in which any insured owns the controlling ownership interest.

5. "Controlling person or organization" means any person or organization that owns the controlling ownership interest in you.

6. "Defense expenses":

a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

(1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

(2) Court, alternative dispute resolution, and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including;

(a) Expert testimony;

(b) Autopsy;

(c) Witnesses and summonses;

(d) Copies of documents such as birth and death certificates and medical treatment records;

(e) Arbitration fees;

(f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

(g) Fees or costs for loss prevention and engineering services which are conducted as part of handling of a claim or "suit".

b. Does not include:

(1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit".

- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the loss, including evaluation and settlement of covered claims.
7. "Described authorized person" means:
- a. You, if you are an individual; or
 - b. Any person while he or she is:
 - (1) Your spouse, if you are an individual;
 - (2) Your partner or member, or his or her spouse, if you are a partnership or joint venture;
 - (3) Your manager or member, if you are a limited liability company;
 - (4) Your appointed or elected official, director or "executive officer", if you are a public entity;
 - (5) Your director or "executive officer", if you are an organization other than a partnership, joint venture, limited liability company or public entity; or
 - (6) Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
8. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hazardous properties" includes radioactive, toxic or explosive properties.
11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
14. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:
- a. Source material;
 - b. Special nuclear material; or
 - c. By-product material.
15. "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. But 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.
16. "Personal injury" means injury, other than "advertising injury", caused by one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - e. Oral or written publication, including publication by electronic means, of material that:
 - (1) Appropriates a person's name, voice, photograph or likeness;
 - (2) Unreasonably places a person in a false light; or
 - (3) Discloses information about a person's private life.
17. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Related wrongful acts" means any of the following:
- a. Related errors and omissions wrongful acts, if the CyberFirst Technology Errors And Omissions Liability Coverage Form is part of your policy.

- b. Related network and information security wrongful acts, if the CyberFirst Network And Information Security Liability Coverage Form is part of your policy.
 - c. Related communications and media wrongful acts, if the CyberFirst Communications And Media Liability Coverage Form is part of your policy.
19. "Slogan" means a phrase that others use for the purpose of attracting attention in their advertising.
20. "Suit" means a civil proceeding that seeks damages or injunctive relief. "Suit" includes:
- a. An arbitration proceeding that seeks such damages or injunctive relief and to which the insured must submit or submits with our consent; and
 - b. Any other alternative dispute resolution proceeding that seeks such damages or injunctive relief and to which the insured submits with our consent.
21. "Title" means a name of a literary or artistic work.
22. "Volunteer worker" means any person, other than a prisoner, who:
- a. Is not acting within the course and scope of his or her employment as an "employee" or "leased worker";
 - b. Donates his or her work; and
 - c. Is not paid a fee, salary, or other compensation for that work.
23. "Wrongful act" means any of the following:
- a. Errors and omissions wrongful act, if the CyberFirst Technology Errors And Omissions Liability Coverage Form is part of your policy.
 - b. Network and information security wrongful act, if the CyberFirst Network And Information Security Liability Coverage Form is part of your policy.
 - c. Communications and media wrongful act, if the CyberFirst Communications And Media Liability Coverage Form is part of your policy.
24. "Your boards":
- a. Means any board, commission, or other governmental unit or department that:
 - (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
 - b. Does not include any "joint powers authority".
25. "Your cyber liability coverage forms" means the coverage forms that you have purchased, as shown in the CyberFirst Declarations.

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

**THIS IS CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this coverage form restrict coverage. Your CyberFirst General Provisions Form also contains provisions that apply to this form, including provisions explaining who is insured under this form and the limits of coverage and deductible that apply to the insurance provided under this form. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the CyberFirst Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured in your CyberFirst General Provisions Form.

The words "policy period" mean the Policy Period for the CyberFirst Communications And Media Liability Coverage Form shown in the CyberFirst Declarations.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section II – Definitions in this form and Section VII – Definitions in your CyberFirst General Provisions Form.

SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss to which this insurance applies. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance in your CyberFirst General Provisions Form.
- b. This insurance applies to loss only if:
 - (1) The loss is caused by a "communications and media wrongful act" committed in the "coverage territory";
 - (2) The "communications and media wrongful act" was not committed before the Communications and Media Retroactive Date shown in the CyberFirst Declarations or after the end of the policy period; and

- (3) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph e. below, during the policy period and first reported to us, in accordance with Paragraph f. below, during the policy period or during the Basic Extended Reporting Period we provide under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form.

If we provide the Supplemental Extended Reporting Period under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form, this insurance also applies to claims or "suits" that seek damages because of the loss that are first made or brought against any insured, in accordance with Paragraph e. below, during the policy period or during the Supplemental Extended Reporting Period and first reported to us, in accordance with Paragraph f. below, during such reporting period.

- c. Each "communications and media wrongful act" in a series of "related communications and media wrongful acts" will be deemed to have been committed on the date the first such wrongful act in that series is committed.
- d. If no Communications and Media Retroactive Date is shown in the CyberFirst Declarations, the Communications and Media Retroactive Date will be deemed to be the first day of the policy period.
- e. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:
 - (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
 - (2) When we first receive written notice from any insured of a specific "communications and media wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "communications and media wrongful act" or "related communications and media wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

f. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first reported to us at the earlier of the following times:

- (1) When we first receive written notice of such claim or "suit" from any insured or the person or organization making the claim or bringing the "suit", whichever is first; or
- (2) When we first receive written notice from any insured of a specific "communications and media wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "communications and media wrongful act" or "related communications and media wrongful acts" will be deemed to have been first reported to us at the time the first of those claims or "suits" is first reported to us.

g. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought and reported to us at the time we receive written notice from any insured of a specific "communications and media wrongful act" only if that notice contains all of the following information:

- (1) How, when and where the "communications and media wrongful act" was committed;
- (2) A description of what happened;
- (3) A description of what damages may result;
- (4) The identity of the person or organization that may make a claim or bring a "suit"; and
- (5) The identity of each insured that committed the "communications and media wrongful act".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "communications and media wrongful act"; or
- (2) Any insured 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".

2. Exclusions

The following exclusions apply only to the coverage provided under this form. These exclusions apply in addition to the exclusions in Paragraph 3. of Section I – Coverage in your CyberFirst General Provisions Form.

This insurance does not apply to:

a. Claims Or Suits By Insureds Against Insureds

Loss for which a claim or "suit" is made or brought by or on behalf of any current or former insured against any current or former insured.

This exclusion does not apply to any claim or "suit" made or brought by any person or organization that:

- (1) Is an insured under Paragraph 4. of Section II – Who Is An Insured in your CyberFirst General Provisions Form; or
- (2) Has been added as an additional insured by attachment of an endorsement under this policy.

b. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

c. Infringement Of Copyrighted Software

Loss arising out of any actual or alleged "infringement of copyrighted software".

d. Known Communications And Media Wrongful Acts

Loss arising out of any "communications and media wrongful act", including any part of "related communications and media wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you, including coverage under any of the following coverage forms:

- (1) CyberFirst Communications And Media Liability Coverage Form.
- (2) CyberTech+ Communications And Media Liability Protection – Claims-Made.
- (3) Cyber+ For Financial Institutions Insurance Communications And Media Liability Protection – Claims-Made.
- (4) Public Entity Cyber+ Liability Protection – Claims-Made.
- (5) Technology Internet Liability Protection – Claims-Made.

(6) Technology Media Liability Protection – Claims-Made.

(7) Technology CyberTech+ Liability Protection – Claims-Made.

e. License Fees Or Royalties

License fees or royalties of any kind.

f. Patent And Trade Secrets

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

(1) Patent; or

(2) Trade secret.

g. Profits

Disgorgement of profits, accounting or award of profits, or any other return of profits.

h. Property Damage

"Property damage".

SECTION II – DEFINITIONS

1. "Advertising" means the "broadcasting" or publishing, in any manner, of notice to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters.

2. "Advertising material" means any material that:

a. Is subject to copyright law; and

b. Others use and intend to attract customers in their "advertising".

3. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) "Advertising material" transmitted with any such programming.

4. "Communications and media wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:

a. 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.

b. Infringement of copyright, "title", "slogan", trademark, trade dress, service mark or service name in your "covered material".

c. Plagiarism or unauthorized use of a literary or artistic format, character or performance in your "covered material".

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

6. "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.

7. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. All other countries or jurisdictions in the world except the "prohibited area"; or

c. International waters or airspace, unless the "communications and media wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

8. "Infringement of copyrighted software" means:

a. Piracy of a "copyrighted" software product; or

b. Infringement of "copyrighted" software code or any other "copyrighted" element of any part of a software program.

9. "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.

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

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

11. "Related communications and media wrongful acts" means two or more "communications and 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.

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

**THIS IS CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this coverage form restrict coverage. Your CyberFirst General Provisions Form also contains provisions that apply to this form, including provisions explaining who is insured under this form and the limits of coverage and deductible that apply to the insurance provided under this form. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the CyberFirst Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured in your CyberFirst General Provisions Form.

The words "policy period" mean the Policy Period for the CyberFirst Technology Errors And Omissions Liability Coverage Form shown in the CyberFirst Declarations.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section II – Definitions in this form and Section VII – Definitions in your CyberFirst General Provisions Form.

SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Insuring Agreement

- a.** We will pay those sums that the insured must pay as "damages" because of loss to which this insurance applies. The amount we will pay for "damages" is limited as described in Section III – Limits Of Insurance in your CyberFirst General Provisions Form.
- b.** This insurance applies to loss only if:
- (1)** The loss arises out of "your product" provided to others or "your work" provided or performed for others;
 - (2)** The loss is caused by an "errors and omissions wrongful act" committed in the "coverage territory";

- (3)** The "errors and omissions wrongful act" was not committed before the Errors and Omissions Retroactive Date shown in the CyberFirst Declarations or after the end of the policy period; and
- (4)** A claim or "suit" by a person or organization that seeks "damages" because of the loss is first made or brought against any insured, in accordance with Paragraph **e.** below, during the policy period and first reported to us, in accordance with Paragraph **f.** below, during the policy period or during the Basic Extended Reporting Period we provide under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form.

If we provide the Supplemental Extended Reporting Period under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form, this insurance also applies to claims or "suits" that seek "damages" because of the loss that are first made or brought against any insured, in accordance with Paragraph **e.** below, during the policy period or during the Supplemental Extended Reporting Period and first reported to us, in accordance with Paragraph **f.** below, during such reporting period.

- c.** Each "errors and omissions wrongful act" in a series of "related errors and omissions wrongful acts" will be deemed to have been committed on the date the first wrongful act in that series is committed.
- d.** If no Errors and Omissions Retroactive Date is shown in the CyberFirst Declarations, the Errors and Omissions Retroactive Date will be deemed to be the first day of the policy period.
- e.** A claim or "suit" by a person or organization that seeks "damages" will be deemed to have been first made or brought against any insured at the earlier of the following times:
 - (1)** When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or

- (2) When we first receive written notice from any insured of a specific “errors and omissions wrongful act” that caused the loss which resulted in such claim or “suit”.

All claims or “suits” that seek “damages” because of loss caused by the same “errors and omissions wrongful act” or “related errors and omissions wrongful acts” will be deemed to have been first made or brought against any insured at the time the first of those claims or “suits” is first made or brought against any insured.

- f. A claim or “suit” by a person or organization that seeks “damages” will be deemed to have been first reported to us at the earlier of the following times:

- (1) When we first receive written notice of such claim or “suit” from any insured or the person or organization making the claim or bringing the “suit”, whichever is first; or
- (2) When we first receive written notice from any insured of a specific “errors and omissions wrongful act” that caused the loss which resulted in such claim or “suit”.

All claims or “suits” that seek “damages” because of loss caused by the same “errors and omissions wrongful act” or “related errors and omissions wrongful acts” will be deemed to have been first reported to us at the time the first of those claims or “suits” is first reported to us.

- g. A claim or “suit” by a person or organization that seeks damages will be deemed to have been first made or brought and reported to us at the time we receive written notice from any insured of a specific “errors and omissions wrongful act” only if that notice contains all of the following information:

- (1) How, when and where the “errors and omissions wrongful act” was committed;
- (2) A description of what happened;
- (3) A description of what “damages” may result;
- (4) The identity of the person or organization that may make a claim or bring a “suit”; and
- (5) The identity of each insured that committed the “errors and omissions wrongful act”.

Notice to us that:

- (1) All or part of one or more of any insured’s acts or omissions may in the future be discovered to be an “errors and omissions wrongful act”; or
- (2) Any insured may in the future receive written notice of an “errors and omissions wrongful act”, claim, or “suit”;

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

2. Exclusions

The following exclusions apply only to the coverage provided under this form. These exclusions apply in addition to the exclusions in Paragraph 3. of Section I – Coverage in your CyberFirst General Provisions Form.

This insurance does not apply to:

a. Claims Or Suits By Insureds Against Insureds

Loss for which a claim is made or “suit” is brought by or on behalf of any current or former insured against any current or former insured.

This exclusion does not apply to any claim made or “suit” brought by any person or organization that:

- (1) Is an insured under Paragraph 4. of Section II – Who Is An Insured in your CyberFirst General Provisions Form; or
- (2) Has been added as an additional insured by attachment of an endorsement under this policy.

b. Cost Guarantees Or Estimates

Loss arising out of any:

- (1) Cost guarantee or probable cost estimate being exceeded; or
- (2) Cost overrun.

c. Costs To Comply With Your Warranties Or For Recall, Removal, Or Withdrawal

Any cost or expense incurred by any insured or others:

- (1) To comply with any warranty for “your product” or “your work”;
- (2) To repair, replace, upgrade, supplement, or otherwise improve “your product” or “your work”, or to perform or complete “your work”;
- (3) For the recall, removal, or withdrawal of “your product” or “your work” from the market or from use by any person or organization for any reason; or
- (4) For the adjustment, inspection, or disposal of “your product” or “your work”.

Paragraphs (2), (3) and (4) of this exclusion do not apply to loss of use of “your product” or “your work”.

d. Employee Benefit Plans

Loss arising out of the administration of, the conduct of any fiduciary duty for, or the performance of or failure to perform any act or obligation related to any actual or proposed:

- (1) Benefit plan or trust;
- (2) Stock option, stock subscription, or stock ownership plan; or
- (3) Compensation plan;

operated by you or on your behalf for the benefit of any of your current, former, or prospective “employees” or “independent contractors”.

e. Failure To Deliver Your Product Or Begin Your Work

Loss arising out of any failure:

- (1) To deliver “your product”; or
- (2) To begin “your work” as required by contract or agreement.

f. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

g. Intellectual Property

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trade secret;
- (6) Trademark; or
- (7) Other intellectual property rights or laws.

h. Known Errors And Omissions Wrongful Acts

Loss arising out of any “errors and omissions wrongful act”, including any part of “related errors and omissions wrongful acts”, that any “described authorized person” knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar errors and omissions coverage to you.

A “described authorized person” will be deemed to know about an “errors and omissions wrongful act” involving “your product” or “your work” if such “described authorized person” knows that one of your customers, or any other person or organization, has done any of the following:

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

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

i. Professional Services

Loss arising out of the providing or failing to provide professional services by or on behalf of the insured while acting or working as any of the following:

- (1) Accountant;
- (2) Architect or surveyor;
- (3) Lawyer;
- (4) Insurance agent, broker, company, consultant, or representative;
- (5) Real estate agent or broker; or
- (6) Civil or structural engineer.

This insurance also does not apply to loss arising out of the providing or failing to provide professional health care services by or on behalf of the insured.

j. Property Damage

- (1) “Property damage”; or
- (2) Loss of use of tangible property that is not physically damaged arising out of sudden and accidental physical damage to “your product” or “your work” after it has been put to its intended use.

k. Stock Offerings

Loss arising out of any actual or proposed:

- (1) Public stock offering;
- (2) Private stock offering or placement; or
- (3) Debt instrument offering or issuance; by you or on your behalf.

l. Violation Of Consumer Protection Laws

Loss arising out of any actual or alleged violation of any unfair or deceptive trade practices, unfair competition, or other consumer protection law committed by or on behalf of an insured.

m. Violation Of Securities, Antitrust, or Restraint Of Trade Laws

Loss arising out of any actual or alleged violation of any securities, antitrust, or restraint of trade laws.

SECTION II – DEFINITIONS

1. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All other countries or jurisdictions in the world except the "prohibited area"; or
 - c. International waters or airspace, unless the "errors and omissions wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

2. "Damages" means:
 - a. Sums any insured is legally obligated to pay as compensatory damages imposed by law; or
 - b. Sums any insured must pay as consequential damages for the breach of a contract or agreement to provide "your product" to others or to provide or perform "your work" for others.
3. "Errors and omissions wrongful act" means any error, omission or negligent act.
4. "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.
5. "Property damage" means physical damage to tangible property of others, including all resulting loss of use of that property.
For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
6. "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.

7. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) You;
 - (ii) Others trading under your name; or
 - (iii) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time, with respect to the fitness, quality, durability, performance or use of such goods or product; and
 - (2) The providing of, or failure to provide warnings or instructions.

8. "Your work":

- a. Means:
 - (1) Work or services performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or services.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of such work or services; and
 - (2) The providing of, or failure to provide warnings or instructions.

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

**THIS IS CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this coverage form restrict coverage. Your CyberFirst General Provisions Form also contains provisions that apply to this form, including provisions explaining who is insured under this form and the limits of coverage and deductible that apply to the insurance provided under this form. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the CyberFirst Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured in your CyberFirst General Provisions Form.

The words "policy period" mean the Policy Period for the CyberFirst Network And Information Security Liability Coverage Form shown in the CyberFirst Declarations.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section II – Definitions in this form and Section VII – Definitions in your CyberFirst General Provisions Form.

SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss to which this insurance applies. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance in your CyberFirst General Provisions Form.
- b. This insurance applies to loss only if:
 - (1) The loss is caused by a "network and information security wrongful act" committed in the "coverage territory";
 - (2) The "network and information security wrongful act" was not committed before the Network and Information Security Retroactive Date shown in the CyberFirst Declarations or after the end of the policy period; and

- (3) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph e. below, during the policy period and first reported to us, in accordance with Paragraph f. below, during the policy period or during the Basic Extended Reporting Period we provide under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form.

If we provide the Supplemental Extended Reporting Period under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form, this insurance also applies to claims or "suits" that seek damages because of the loss that are first made or brought against any insured, in accordance with Paragraph e. below, during the policy period or during the Supplemental Extended Reporting Period and first reported to us, in accordance with Paragraph f. below, during such reporting period.

- c. Each "network and information security wrongful act" in a series of "related network and information security wrongful acts" will be deemed to have been committed on the date the first wrongful act in that series is committed.
- d. If no Network and Information Security Retroactive Date is shown in the CyberFirst Declarations, the Network and Information Security Retroactive Date will be deemed to be the first day of the policy period.
- e. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:
 - (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or

- (2) When we first receive written notice from any insured of a specific “network and information security wrongful act” that caused the loss which resulted in such claim or “suit”.

All claims or “suits” that seek damages because of loss caused by the same “network and information security wrongful act” or “related network and information security wrongful acts” will be deemed to have been first made or brought against any insured at the time the first of those claims is first made or brought against any insured.

- f. A claim or “suit” by a person or organization that seeks damages will be deemed to have been first reported to us at the earlier of the following times:

- (1) When we first receive written notice of such claim or “suit” from any insured or the person or organization making the claim or bringing the “suit”, whichever is first; or
- (2) When we first receive written notice from any insured of a specific “network and information security wrongful act” that caused the loss which resulted in such claim or “suit”.

All claims or “suits” that seek damages because of loss caused by the same “network and information security wrongful act” or “related network and information security wrongful acts” will be deemed to have been first reported to us at the time the first of those claims or “suits” is first reported to us.

- g. A claim or “suit” by a person or organization that seeks damages will be deemed to have been first made or brought and reported to us at the time we receive written notice from any insured of a specific “network and information security wrongful act” only if that notice contains all of the following information:

- (1) How, when and where the “network and information security wrongful act” was committed;
- (2) A description of what happened;
- (3) A description of what damages may result;
- (4) The identity of the person or organization that may make a claim or bring a “suit”; and
- (5) The identity of each insured that committed the “network and information security wrongful act”.

Notice to us that:

- (1) All or part of one or more of any insured’s acts or omissions may in the future be discovered to be a “network and information security wrongful act”; or

- (2) Any insured 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”.

2. Exclusions

The following exclusions apply only to the coverage provided under this form. These exclusions apply in addition to the exclusions in Paragraph 3. of Section I – Coverage in your CyberFirst General Provisions Form.

This insurance does not apply to:

a. Claims Or Suits By Insureds Against Insureds

Loss for which a claim or “suit” is made or brought by or on behalf of any current or former insured against any current or former insured.

This exclusion does not apply to any claim or “suit” made or brought by:

- (1) Any person or organization that:
- (a) Is an insured under Paragraph 4. of Section II – Who Is An Insured in your CyberFirst General Provisions Form; or
- (b) Has been added as an additional insured by attachment of an endorsement under this policy; or
- (2) 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” did not commit or participate in the failure to prevent such unauthorized access or use.

b. Expected Or Intended Failure To Provide Access

Loss arising out of any failure to provide access to your web-site or “your computer or communications network” that was expected or intended by the insured.

This exclusion does not apply if the failure to provide access occurred because you suspended your web-site or “your computer or communications network” to mitigate loss arising out of:

- (1) A “computer virus” that infected your web-site or “your computer or communications network”;
- (2) A “denial of service attack”; or
- (3) An unauthorized breach of your web-site or “your computer or communications network” that prevented authorized users from accessing such web-site, or computer or communications network.

c. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

d. Intellectual Property

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trade secret;
- (6) Trademark; or
- (7) Other intellectual property rights or laws.

e. Internet Service Interruption

Loss arising out of an internet service interruption or failure.

This exclusion does not apply if such interruption of failure was caused by you.

f. Known Network And Information Security Wrongful Acts

Loss arising out of any "network and information security wrongful act", including any part of "related network and information security wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you, including coverage under any of the following coverage forms:

- (1) CyberFirst Network And Information Security Liability Coverage Form.
- (2) CyberTech+ Network And Information Security Liability Protection – Claims-Made.
- (3) Cyber+ For Financial Institutions Insurance Network And Information Security Liability Protection – Claims-Made.
- (4) Public Entity Cyber+ Liability Protection – Claims-Made.
- (5) Technology Internet Liability Protection – Claims-Made.
- (6) Technology Internet Basic Liability Protection – Claims-Made.
- (7) Financial Institutions Internet Liability Protection – Claims-Made.
- (8) Internet Liability Protection – Claims-Made.

g. Profits

Disgorgement of profits, accounting or award of profits, or any other return of profits.

h. Property Damage

"Property damage".

SECTION II – DEFINITIONS

- 1. "Authorized user" includes your customer, supplier, or supporter.
- 2. "Computer virus" means malicious code that is introduced through your web-site 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 network.
- 3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All other countries or jurisdictions in the world except the "prohibited area"; or
 - c. International waters or airspace, unless the "network and information security wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";
 provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.
- 4. "Denial of service attack" means an intentional attack on a web-site or a computer or communications network for the purpose of nuisance, sabotage, or malicious tampering that has the effect of:
 - a. Depleting system resources available through the Internet to "authorized users" of your web-site or "your computer or communications network"; or
 - b. Impeding access of "authorized users" to your web-site or "your computer or communications network".
- 5. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
 - a. Failure to prevent the transmission of a "computer virus".
 - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such website or such computer or communications network.
 - c. Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.

6. "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.
7. "Property damage" means physical damage to tangible property of others, including all resulting loss of use of that property.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
8. "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.
9. "Your computer or communications network" means any computer or communications network that you rent, lease, license, or borrow from others, own or operate.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESCRIBED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

SCHEDULE OF DESCRIBED PROFESSIONAL SERVICES

PROVISIONS

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE**:

Described Professional Services

Loss arising out of the providing or failing to provide any professional service shown in the Schedule Of Described Professional Services by or on behalf of the insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - CONTROLLING PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF CONTROLLING PERSONS OR ORGANIZATIONS

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Controlling Persons Or Organizations that is a “controlling person or organization” is an insured, but only:

- a.** With respect to liability that arises out of its controlling ownership interest in you; and
- b.** For loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 AMENDMENT OF COVERAGE - NETWORK AND INFORMATION SECURITY
 RETROACTIVE DATE**

This endorsement modifies insurance provided under the following:

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

NETWORK AND INFORMATION SECURITY RETROACTIVE DATE SCHEDULE

Insured	Network And Information Security Retroactive Date

PROVISIONS

1. The following replaces Paragraph 1.b.(2) of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE**:

(2) The “network and information security wrongful act” was not committed by an insured shown in the Network and Information Security Retroactive Date Schedule before the Network and Information Security Retroactive Date shown for that insured in the Schedule or after the end of the policy period.

If an insured is not shown in the Network and Information Security Retroactive Date Schedule, the Network And Information Security Retroactive Date for a “network and information security wrongful act” committed by or on behalf of that insured will be deemed to be the same as the Network And Information Security Retroactive Date shown in the CyberFirst Declarations.

If an insured is shown in the Network and Information Security Retroactive Date Schedule, but the retroactive date for that insured is left blank in the Schedule, the Network And Information Security Retroactive Date for a “network and information security wrongful act” committed by or on behalf of that insured will be deemed to be the same as the first day of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COVERAGE – COMMUNICATIONS AND MEDIA
RETROACTIVE DATE**

This endorsement modifies insurance provided under the following:

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

COMMUNICATIONS AND MEDIA RETROACTIVE DATE SCHEDULE

Insured	Communications And Media Retroactive Date

PROVISIONS

1. The following replaces Paragraph 1.b.(2) of **SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE**:

(2) The “communications and media wrongful act” was not committed by an insured shown in the Communications and Media Retroactive Date Schedule before the Communications And Media Retroactive Date shown for that insured in the Schedule or after the end of the policy period.

If an insured is not shown in the Communications and Media Retroactive Date Schedule, the Communications And Media Retroactive Date for a “communications and media wrongful act” committed by or on behalf of that insured will be deemed to be the same as the Communications And Media Retroactive Date shown in the CyberFirst Declarations.

If an insured is shown in the Communications and Media Retroactive Date Schedule, but the retroactive date for that insured is left blank in the Schedule, the Communications And Media Retroactive Date for a “communications and media wrongful act” committed by or on behalf of that insured will be deemed to be the same as the first day of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DEFENSE EXPENSES OUTSIDE OF LIMITS AND DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following replaces the Introductory Note:

THIS FORM APPLIES TO EACH OF YOUR CYBER LIABILITY COVERAGE FORMS THAT ARE PART OF YOUR POLICY. EACH OF THOSE COVERAGE FORMS PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

2. The following replaces the third and fourth paragraphs of Paragraph 1.a., **Defense Of Claims Or Suits**, of **SECTION I – COVERAGE**:

When we defend a claim or “suit” against an insured, we will pay for reasonable “defense expenses”.

We may, at our discretion, investigate any “wrongful act” or claim and settle any claim or “suit”. But our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

3. The following replaces the last paragraph of Paragraph 1.b., **Defense Of Claims Or Suits**, of **SECTION I – COVERAGE**:

When we defend a claim or “suit” against your indemnitee, we will pay reasonable “defense expenses”.

4. The following replaces Paragraph 2.a., **Supplementary Payments**, of **SECTION I – COVERAGE**:

a. All expenses we incur.

5. The following replaces the last paragraph of Paragraph 2., **Supplementary Payments**, of **SECTION I – COVERAGE**:

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

6. The following replaces the first paragraph of Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:

The General Aggregate Limit is the most we will pay for the sum of all damages for the combined total of all claims or “suits” for loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies.

7. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE**:

3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages for all claims or “suits” for loss:

a. To which the insurance provided under one or more of “your cyber liability coverage forms” applies; and

b. That is caused by the same “wrongful act” or “related wrongful acts”.

8. The following replaces the first paragraph of Paragraph 4. of **SECTION III – LIMITS OF INSURANCE**:

When any of “your cyber liability coverage forms” and any other policy or insuring clause in a coverage form or bond written by us or any of our affiliated insurance companies and issued to you or any “controlled organization” or “controlling person or organization” apply or applied to the same claim or “suit”, the most we will pay for damages is the highest limit of insurance that applies or applied to the same claim or “suit” under any one of those policies or clauses.

9. The following replaces the first paragraph of Paragraph 1. of **SECTION IV – DEDUCTIBLE**:

The Each Wrongful Act Deductible shown in the CyberFirst Declarations and the rules below fix the amount of damages incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

10. The following replaces Paragraph 2. of **SECTION IV – DEDUCTIBLE**:

- 2. The Each Wrongful Act Deductible applies to all damages for all claims or “suits” for loss:
 - a. To which the insurance provided under one or more of “your cyber liability coverage forms” applies; and
 - b. That is caused by the same “wrongful act” or “related wrongful acts”.

11. The following replaces Paragraph 3. of **SECTION IV – DEDUCTIBLE**:

- 3. The applicable limits of insurance will not be reduced by the amount of any damages within the deductible amount.

12. The following replaces Paragraph 5. of **SECTION IV – DEDUCTIBLE**:

- 5. 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 may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

13. Paragraph 6. of **SECTION IV – DEDUCTIBLE** is deleted.

14. The following replaces Paragraph 7. of **SECTION IV – DEDUCTIBLE**:

- 7. If you do not reimburse us for a deductible amount that applies to damages 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:
 - a. “Our deductible recovery expenses”; and
 - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

15. The following replaces Paragraph 11., **When We Are Prohibited From Defending An Insured**, of **SECTION V – CYBER LIABILITY CONDITIONS**:

11. When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable “defense expenses” incurred to provide such defense. Our duty to make such payments ends when we have used up the applicable limit of insurance with the payment of judgments or settlements.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DEFENSE EXPENSES OUTSIDE OF DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following replaces the first paragraph of Paragraph 1. of **SECTION IV – DEDUCTIBLE**:

The Each Wrongful Act Deductible shown in the CyberFirst Declarations and the rules below fix the amount of damages incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The following replaces Paragraph 2. of **SECTION IV – DEDUCTIBLE**:
 2. The Each Wrongful Act Deductible applies to all damages for all claims or “suits” for loss:
 - a. To which the insurance provided under one or more of “your cyber liability coverage forms” applies; and
 - b. That is caused by the same “wrongful act” or “related wrongful acts”.
3. The following replaces Paragraph 3. of **SECTION IV – DEDUCTIBLE**:
 3. The applicable limits of insurance will not be reduced by the amount of any damages within the deductible amount.
4. The following replaces Paragraph 5. of **SECTION IV – DEDUCTIBLE**:
 5. 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 may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
5. Paragraph 6. of **SECTION IV – DEDUCTIBLE** is deleted.
6. The following replaces Paragraph 7. of **SECTION IV – DEDUCTIBLE**:
 7. If you do not reimburse us for a deductible amount that applies to damages 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:
 - a. “Our deductible recovery expenses”; and
 - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION - WRONGFUL ACTS COMMITTED BY DESIGNATED
PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

PROVISIONS

The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I – COVERAGE**:

Wrongful Acts Committed By Designated Persons Or Organizations

Loss arising out of any “wrongful act” committed by or on behalf of any person or organization shown in the Schedule Of Designated Persons Or Organizations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following is added to SECTION VI – EXTENDED REPORTING PERIODS:

A Supplemental Extended Reporting Period of unlimited duration is provided as described in this Section VI – Extended Reporting Periods.

2. The following is added to Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

However, the General Aggregate Limit does not apply to claims or “suits” for loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies that are first made or brought against any insured, and first reported to us, during the Supplemental Extended Reporting Period. Instead, the Supplemental Aggregate Limit applies to such claims or “suits”. The Supplemental Aggregate Limit is equal to the dollar amount shown in the CyberFirst Declarations in effect at the end of the policy period for the General Aggregate Limit.

The General Aggregate Limit continues to apply to claims or “suits” for loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies that are:

- a. First made or brought against any insured during the policy period; and
- b. First reported to us during the Supplemental Extended Reporting Period.

3. The following is added to Paragraph 4.a., Other Insurance, of SECTION V – CYBER LIABILITY CONDITIONS:

The insurance provided for claims or “suits” first made or brought against any insured during the Supplemental Extended Reporting Period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COVERAGE –
INFRINGEMENT OF COPYRIGHTED SOFTWARE

This endorsement modifies insurance provided under the following:

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

PROVISIONS

1. Exclusion c., **Infringement Of Copyrighted Software**, in Paragraph 2. of **SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE** is deleted.
2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE**:

Claims Or Suits By Independent Contractors For Infringement Of Copyrighted Software

Loss arising out of any claim or "suit" made or brought for "infringement of copyrighted software" by or on behalf of any "independent contractor" in connection with material or services supplied to you by that "independent contractor".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COMMUNICATIONS AND MEDIA WRONGFUL ACT,
ADVERTISING INJURY AND PERSONAL INJURY DEFINITIONS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

PROVISIONS

1. The following replaces the definition of “communications and media wrongful act” in the **DEFINITIONS** Section in the **CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM**:
 “Communications and media wrongful act” means any of the following committed by or on behalf of an insured in the conduct of your business:
 - a. 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.
 - b. Infringement of copyright, “title”, “slogan”, trademark, trade dress, service mark or service name in your “covered material”.
 - c. Plagiarism or unauthorized use of a literary or artistic format, character or performance in your “covered material”.
 - d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged.
 - e. Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person's private life.

2. The following replaces the definition of “advertising injury” in the **DEFINITIONS** Section in the **CYBERFIRST GENERAL PROVISIONS FORM**:
 “Advertising injury” means injury caused by infringement of copyright, “title” or “slogan” in your “advertisement”, provided that the claim is made or the “suit” is brought by a person or organization that claims ownership of such copyright, “title” or “slogan”.

3. The following replaces the definition of “personal injury” in the **DEFINITIONS** Section in the **CYBERFIRST GENERAL PROVISIONS FORM**:
 “Personal injury” means injury caused by one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution; or
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – INSUREDS IN MEDIA TYPE BUSINESSES**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I – COVERAGE**:

Insureds In Media Type Businesses

Loss arising out of any “wrongful act” committed by an insured whose business is “advertising”, creating “advertising material”, “broadcasting” or publishing.

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or “advertising”, for you or others anywhere on the Internet will not, by itself, be considered the business of “advertising”, creating “advertising material”, “broadcasting” or publishing.

2. The following is added to the **DEFINITIONS** Section:

“Advertising” means the “broadcasting” or publishing, in any manner, of notice to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters.

“Advertising material” means any material that:

- a. Is subject to copyright law; and
- b. Others use and intend to attract customers in their “advertising”.

“Broadcasting” means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) “Advertising” transmitted with any of such programming.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – CLAIMS OR SUITS BY DESIGNATED PERSONS OR
ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

PROVISIONS

The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I – COVERAGE**:

Claims Or Suits By Designated Persons Or Organizations

Loss for which a claim or "suit" is made or brought by or on behalf of any person or organization shown in the Schedule Of Designated Persons Or Organizations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL
ACT DEFINITION**

This endorsement modifies insurance provided under the following:

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

The following replaces Paragraph **c.** of the definition of “network and information security wrongful act” in the **DEFINITIONS** Section:

- c.** Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO SETTLE

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS COVERAGE FORM

The following is added to Paragraph **1.a., Defense Of Claims Or Suits**, of **SECTION I – COVERAGE**:

We will not settle any claim or “suit” without your consent. If we recommend a settlement to you which is acceptable to the claimant, and to which you do not consent, in the event of any later settlement or judgment, we will not pay more than the amount for which the claim or “suit” could have been settled for the combined total of:

- (1) Damages; and
- (2) “Defense expenses” incurred after you withhold such consent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COVERAGE TERRITORY DEFINITION**

This endorsement modifies insurance provided under the following:

**CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM**

The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section in each liability coverage form shown above that is part of your policy:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the wrongful act is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BASIC EXTENDED REPORTING PERIOD EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

The following replaces Paragraph 3. of **SECTION VI – EXTENDED REPORTING PERIODS:**

3. A Basic Extended Reporting Period automatically applies to “your cyber liability coverage forms” without additional charge. This period starts with the end of the policy period and lasts for 120 days.

The Basic Extended Reporting Period does not apply to claims or “suits” that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESCRIBED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

SCHEDULE OF DESCRIBED PROFESSIONAL SERVICES

PROVISIONS

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE**:

Described Professional Services

Loss arising out of the providing or failing to provide any professional service shown in the Schedule Of Described Professional Services by or on behalf of the insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Designated Persons Or Organizations is an insured, but only:

- a. With respect to liability for loss caused, in whole or in part, by your acts or omissions; and
- b. For loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESIGNATED BUSINESS ACTIVITIES**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED BUSINESS ACTIVITIES

PROVISIONS

The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I – COVERAGE**:

Designated Business Activities

Loss arising out of your business activity shown in the Schedule Of Designated Business Activities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EARNED PREMIUM CALCULATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF PREMIUM ADJUSTMENT

Coverage Minimum Premium \$: Classification	Estimated Exposure	Rate / \$1,000
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PROVISIONS

The following replaces the first paragraph of Paragraph **5.b., Premium Audit**, of **SECTION V – CYBER LIABILITY CONDITIONS**:

The premium shown in the CyberFirst Declarations for this policy is an advance premium. We will compute your earned premium at the end of the policy period. You agree to promptly provide your actual exposure figures for the entire policy period when we request them. Then we will apply the rates shown in the Schedule Of Premium Adjustment to those figures. This will determine your earned premium for the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SECURITY BREACH NOTIFICATION EXPENSES COVERAGE**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

PROVISIONS

A. INTRODUCTION

The following is added to the Introductory Note in the **CYBERFIRST GENERAL PROVISIONS FORM**:

YOUR SECURITY BREACH NOTIFICATION EXPENSES COVERED BY YOUR CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM WILL REDUCE THE LIMITS OF INSURANCE.

B. SECURITY BREACH NOTIFICATION EXPENSES COVERAGE

1. The following is added to Paragraph 1., **Insuring Agreement**, of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE** in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

We will reimburse you for “your security breach notification expenses” that arise out of a “security breach” that:

- (1) Is caused by a “network and information security wrongful act”;
- (2) Happens after the Network and Information Security Retroactive Date and before the end of the policy period;
- (3) You first have knowledge of during the policy period; and
- (4) Is first reported to us during the policy period or within 90 days after the end of the policy period.

Each “security breach” in a series of “related security breaches” will be deemed to happen on the date the first “security breach” in that series happens.

You will be deemed to first have knowledge of a “security breach” on the earlier of the following dates:

- (1) The date that any insured first learns a “security breach” has happened.
- (2) The date that any authorized government entity first informs any insured that it has concluded that a “security breach” has happened.

A “security breach” will be deemed to have been first reported to us on the date that we first receive a written notice of such “security breach” from any insured or any authorized government entity.

2. The following replaces the fourth paragraph of Paragraph 1.a., **Defense Of Claims Or Suits**, of **SECTION I – COVERAGE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

We may, at our discretion, investigate any “wrongful act” or claim and settle any claim or “suit”. But our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, “defense expenses” or “your security breach notification expenses”.

But our payment of the Security Breach Notification Expenses Limit will not end our duty to defend if we also have not used up the applicable limit of insurance in the payment of judgments, settlements or “defense expenses”.

3. The following replaces the last paragraph of Paragraph 2., **Supplementary Payments**, of **SECTION I – COVERAGE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, “defense expenses” or “your security breach notification expenses”.

But our payment of the Security Breach Notification Expenses Limit will not end our duty to defend if we also have not used up the applicable limit of insurance in the payment of judgments, settlements or “defense expenses”.

C. LIMITS OF INSURANCE

1. The following is added to **SECTION III – LIMITS OF INSURANCE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Security Breach Notification Expenses Limit shown in the CyberFirst Declarations is the most we will pay for “your security breach notification expenses” that arise out of all “security breaches” that:

- (1) Is caused by a “network and information security wrongful act”;
- (2) Happen after the Network and Information Security Retroactive Date and before the end of the policy period;
- (3) You first have knowledge of during the policy period; and
- (4) Are first reported to us during the policy period or within 90 days after the end of the policy period.

If no amount is shown for the Security Breach Notification Expense Limit in the CyberFirst Declarations, the Security Breach Notification Expense Limit is \$100,000.

2. The following replaces the first paragraph of Paragraph 2. of **SECTION III – LIMITS OF INSURANCE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The General Aggregate Limit is the most we will pay for the sum of:

- a. All damages and “defense expenses” for the combined total of all claims or “suits” for loss to which the insurance provided under one or more of “your cyber liability coverage forms” applies; and
- b. All of “your security breach notification expenses” to which the insurance provided under your CyberFirst Network And Information Security Liability Coverage Form applies.

D. SECURITY BREACH NOTIFICATION EXPENSES PARTICIPATION PERCENTAGE

1. The following is added to the last sentence of Paragraph 1. of **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Each Wrongful Act Deductible also does not apply to payments we make for “your security breach notification expenses”.

2. The following is added to **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Security Breach Notification Expenses Participation Percentage

You will pay the Security Breach Notification Expense Participation Percentage, shown in the CyberFirst Declarations, of “your security breach notification expenses” that arise out of all security breaches that:

- (1) Is caused by a “network and information security wrongful act”;
- (2) Happen after the Network and Information Security Retroactive Date and before the end of the policy period;
- (3) You first have knowledge of during the policy period; and
- (4) Are first reported to us during the policy period or within 90 days after the end of the policy period.

The Security Breach Notification Expenses Limit applies excess of this participation percentage.

If no amount is shown for the Security Breach Notification Expense Participation Percentage in the CyberFirst Declarations, the Security Breach Notification Expense Participation Percentage is 20%.

E. CYBER LIABILITY CONDITIONS

1. The following replaces Paragraph 4.c., of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

- c. We will pay only our share of the amount of the loss and “your security breach notification expenses”, if any, to which insurance provided under one or more of “your cyber liability coverage forms” applies that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss and “your security breach notification expenses” in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
2. The following replaces the last sentence of Paragraph 11., **When We Are Prohibited From Defending An Insured**, of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Our duty to make such payments ends when we have used up the applicable limit of insurance with the payment of judgments, settlements, “defense expenses” or “your security breach notification expenses”. But our payment of the Security Breach Notification Expenses Limit will not end our duty to defend if we also have not used up the applicable limit of insurance in the payment of judgments, settlements or “defense expenses”.

3. The following is added to Paragraph 14., **Currency**, of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Payments for “your security breach notification expenses” will be in currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

4. The following is added to **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Duties In The Event Of A Security Breach

- a. You must see to it that we are notified in writing as soon as practicable of a “security breach” which may result in “your security breach notification expenses”. Such notice should include:
 - (1) How, when and where the “security breach” happened;
 - (2) The nature and extent of fees, costs or expenses incurred and paid by you which can be directly attributed to a “security breach”.
- b. You and any other involved insured must:
 - (1) Authorize us to obtain records and other information;
 - (2) Cooperate with us in the investigation of the “security breach”; and
 - (3) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “security breach” to which this insurance may also apply.

F. DEFINITIONS

The following is added to the **DEFINITIONS** Section in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

“Identity information” means data containing a person’s name and any of the following information for that person:

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

“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, situation, events, transactions, or causes.

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

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

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

“Your security breach notification expenses”:

- a. Means any of the following reasonable fees, costs or expenses incurred and paid by which can be directly attributed to a “security breach”:
 - (1) Fees, costs or expenses to determine the persons whose “identity information” was accessed or acquired without their authorization.
 - (2) Fees, costs or expenses to develop documents or materials to notify the persons whose “identity information” was accessed or acquired without their authorization.
 - (3) Costs of mailings or other communications required to notify the persons whose “identity information” was accessed or acquired without their authorization.
 - (4) 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”.
 - (5) Costs of establishing and maintaining a call center to be used by persons whose “identity information” was accessed or acquired without their authorization.
 - (6) Any other fees, costs, or expenses necessary to comply with any “security breach notification law” that applies to you.
- b. Does not include:
 - (1) Remuneration paid to your regular “employees” for work beyond their normal scheduled hours.
 - (2) Fees, costs, or expenses of outside consultants retained by you, unless we agree to reimburse you for such fees, costs, or expenses.
 - (3) Fines or penalties imposed by law or that any insured has agreed to pay for any reason.
 - (4) Amounts that you voluntarily agree to pay to any person whose “identity information” was accessed or acquired without his or her authorization.
 - (5) “Your crisis management service expenses”.

“Your crisis management service expenses”:

- a. Means the reasonable fees, costs, or expenses incurred and paid by you in:
 - (1) Retaining a public relations consultant or firm, or a crisis management consultant or firm; or
 - (2) Planning or executing your public relations campaign;

to mitigate any actual or potential negative publicity generated from loss to which this insurance applies.
- b. Does not include fees, costs, or expenses you incur to comply with any law or regulation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 AMENDMENT OF COVERAGE – ERRORS AND OMISSIONS RETROACTIVE
 DATE**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

ERRORS AND OMISSIONS RETROACTIVE DATE SCHEDULE

Insured	Errors And Omissions Retroactive Date

PROVISIONS

1. The following replaces Paragraph 1.b.(3) of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

(3) The “errors and omissions wrongful act” was not committed by an insured shown in the Errors and Omissions Retroactive Date Schedule before the Errors and Omissions Retroactive Date shown for that insured in the Schedule or after the end of the policy period.

If an insured is not shown in the Errors and Omissions Retroactive Date Schedule, the Errors and Omissions Retroactive Date for an “errors and omissions wrongful act” committed by or on behalf of that insured will be deemed to be the same as the Errors and Omissions Retroactive Date shown in the CyberFirst Declarations.

If an insured is shown in the Errors and Omissions Retroactive Date Schedule, but the retroactive date for that insured is left blank in the Schedule, the Errors and Omissions Retroactive Date for an “errors and omissions wrongful act” committed by or on behalf of that insured will be deemed to be the same as the first day of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – FAILURE TO DELIVER YOUR PRODUCT OR BEGIN YOUR
WORK**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

The following replaces Exclusion e., **Failure To Deliver Your Product Or Begin Your Work**, in Paragraph 2. of **SECTION I- ERRORS AND OMISSIONS LIABILITY COVERAGE**:

e. Failure To Deliver Your Product Or Begin Your Work

Loss arising out of any failure:

- (1) To deliver “your product” due to any actual or threatened cancellation, modification, suspension, or impairment of any contract or agreement by you or on your behalf; or
- (2) To begin “your work” as required by contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – ELECTRONIC FUND TRANSFER**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

Electronic Fund Transfer

The monetary value of any electronic fund transfer that is lost or damaged during transfer into or between accounts.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DEVELOPMENTAL RISK**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

Developmental Risk

Loss arising out of any “errors and omissions wrongful act” committed before or during the “pre-release phase” of “your product” or “your work” and that happens during the “pre-release phase” of “your product” or “your work”.

2. The following is added to the **DEFINITIONS** Section:

“Pre-release phase” means the period of time before:

- a. Final acceptance of “your product” or “your work” by your customer; or
- b. Acceptance of the portion of “your product” or “your work” from which the loss is caused, if your customer has agreed in your contract or agreement to periodically accept such portions of “your product” or “your work”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESIGNATED CONTRACTS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED CONTRACTS

PROVISIONS

The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I - COVERAGE**:

Designated Contracts

Loss arising out of any “wrongful act” involving “your product” or “your work” provided or performed, or which should have been provided or performed, under any contract shown in the Schedule of Designated Contracts.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF ERRORS AND OMISSIONS WRONGFUL ACT
DEFINITION**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

PROVISIONS

1. The following replaces the definition of "errors and omissions wrongful act" in the **DEFINITIONS** Section:

"Errors and omissions wrongful act" means any error, omission or negligent act arising out of your "technology products or services".

2. The following is added to the **DEFINITIONS** Section:

"Technology products or services" means any computer or electronic information technology product provided to others or service provided or performed for others, including:

- a. System, network, communications or web-site analysis, design, consulting, programming, installation, integration or related services;
- b. Software development, installation, distribution, licensing or maintenance;
- c. Technical training, staffing, maintenance, repair or support services;
- d. Electronic or computer equipment, hardware, components or peripherals manufactured, distributed, licensed, marketed or sold to others;
- e. Electronic processing, storage, transmission or other handling of data; or
- f. Hosting, managing or administering computer systems, network or facilities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESIGNATED PRODUCTS OR WORK**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PRODUCTS OR WORK

PROVISIONS

The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I – COVERAGE**:

Designated Products Or Work

Loss arising out of any of “your products” or “your work” shown in the Schedule of Designated Products or Work.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACT PRICE COSTS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

PROVISIONS

1. The following replaces the definition of “damages” in the **DEFINITIONS** Section in the **CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM**:
 2. “Damages” means:
 - a. Sums any insured is legally obligated to pay as compensatory damages imposed by law;
 - b. Sums any insured must pay as consequential damages for the breach of a contract or agreement to provide “your product” to others or to provide or perform “your work” for others; or
 - c. Sums you must pay as “contract price costs”, but only if such “contract price costs” are included as a part of any claim or “suit” made or brought against you for sums described in Paragraph **a.** or **b.** above.
2. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM**:

“Contract price costs” means amounts actually paid to you by your customer in exchange for “your product” or “your work” that you are legally required or permitted to refund to your customer under your contract or agreement with that customer.
3. The following is added to **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Contract Price Costs Participation Percentage

 - a. You will be responsible for paying 10% of the “contract price costs” arising out of loss to which this insurance applies that is caused by the same “errors and omissions wrongful act” or “related errors and omissions wrongful acts”.
 - b. If we settle a claim or “suit” for “contract price costs”, or pay a judgment for “contract price costs” awarded in a “suit”, we may pay any part or all of your participation percentage share of such costs. You will promptly reimburse us for such participation percentage share amount as we have paid.
 - c. If you do not reimburse us for your percentage share of “contract price costs”, and we are awarded the 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:
 - (1) “Our contract price costs recovery expenses”; and
 - (2) Interest, from the date of our notice of payment to you, on the amount of your share of such costs that are awarded to us.
 - d. The participation percentage is in addition to the Each Wrongful Act Deductible. If the settlement of a claim or “suit”, or the judgment awarded in a “suit”, includes both “contract price costs” and sums described in Paragraph **a.** or **b.** of the definition of “damages”, the Each Wrongful Act Deductible will apply first to the sums described in Paragraph **a.** or **b.** of the definition of “damages” and any “defense expenses” incurred in connection with such claim or “suit”. Any remaining deductible amount will apply to the “contract price costs”.

4. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST GENERAL PROVISIONS FORM**:

“Our contract price costs recovery expenses” means all fees, costs, and expenses incurred by us and our attorneys to recover your percentage share of “contract price costs” in a legal proceeding brought by us against you. But if the amount of “contract price costs” awarded to us is less than the full amount of the “contract price costs” we sought, “our contract price costs recovery expenses” will be a proportional amount based on the ratio of the amount of “contract price costs” awarded to the full amount of the “contract price costs” payment we sought.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – UNAUTHORIZED ACCESS OR USE**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

Unauthorized Access Or Use

Loss arising out of any failure of “your product” or “your work” to prevent unauthorized access to, or use of, any computer, software or communications network.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – AIRCRAFT PRODUCTS OR WORK

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following exclusion is added to Paragraph 3., **Exclusions Applying To All Of Your Cyber Liability Coverage Forms**, of **SECTION I - COVERAGE**:

Aircraft Products or Work

Loss arising out of:

- (1) Any “aircraft product” provided to others;
- (2) Any “aircraft work” provided or performed for others; or
- (3) The “grounding” of any aircraft.

2. The following is added to the **DEFINITIONS** Section:

“Aircraft product” means:

- a. Aircraft (including missile or spacecraft and any ground support or control equipment used in connection with aircraft);
- b. Any of “your products” manufactured for, used in connection with, or incorporated into aircraft, aircraft parts, aircraft equipment or aircraft accessories, including ground handling tools and equipment;
- c. Any of “your products” used at an airport for the purpose of guidance, navigation or direction of aircraft; or
- d. Training aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft articles or products.

“Aircraft work”:

- a. Means any part of “your work” in connection with the manufacture, handling, maintenance, operation or use of any aircraft (including missile or spacecraft and any ground support or control equipment used in connection with aircraft).
- b. Includes:
 - (1) Software used in connection with, or incorporated into aircraft, aircraft parts, aircraft equipment or aircraft accessories, including ground handling tools and equipment;
 - (2) Software used at an airport for the purpose of guidance, navigation or direction of aircraft; and
 - (3) Training aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft articles or products.

“Grounding” means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part therefore sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CRISIS MANAGEMENT SERVICE EXPENSES COVERAGE –
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph 1., **Insuring Agreement**, of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE** in the **CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM**:

We will reimburse you for “your crisis management service expenses” that;

- (1) Arise out of loss to which this insurance applies that is caused by an “errors and omissions wrongful act” committed after the Errors And Omissions Retroactive Date shown in the CyberFirst Declarations and before the end of the policy period;
- (2) Are first incurred by you during the policy period; and
- (3) Are approved by us.

Each “errors and omissions wrongful act” in a series of “related errors and omissions wrongful acts” will be deemed to have been committed on the date the first wrongful act in that series is committed.

Any of “your crisis management service expenses” that:

- (1) Are first incurred by you after the end of the policy period; and
- (2) Relate to any of “your crisis management service expenses” that are first incurred by you during the policy period;

will be deemed to have been incurred by you during the policy period.

2. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM**:

“Your crisis management service expenses”:

- a. Means the reasonable fees, costs, or expenses incurred and paid by you in:
 - (1) Retaining a public relations consultant or firm, or a crisis management consultant or firm; or
 - (2) Planning or executing your public relations campaign;

to mitigate any actual or potential negative publicity generated from loss to which this insurance applies.
- b. Does not include fees, costs, or expenses you incur to comply with any law or regulation.

3. The following is added to **SECTION III – LIMITS OF INSURANCE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Crisis Management Service Expenses Limit shown in the CyberFirst Declarations is the most we will pay for the combined total of all of “your crisis management service expenses” that arise out of loss to which this insurance applies. This limit is in addition to the Each Wrongful Act Limit and the General Aggregate Limit.

If no amount is shown for the Crisis Management Service Expenses Limit in the CyberFirst Declarations, the Crisis Management Service Expenses Limit is \$100,000.

4. The following is added to Paragraph 1. of **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Each Wrongful Act Deductible also does not apply to payments we make for “your crisis management service expenses.”

5. The following is added to **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Crisis Management Service Expenses Participation Percentage

You will pay the Crisis Management Service Expenses Participation Percentage, shown in the CyberFirst Declarations, of “your crisis management service expenses” that:

- a. Arise out of loss to which this insurance applies that is caused by an “errors and omissions wrongful act” committed after the Errors and Omissions Retroactive Date and before the end of the policy period; and
- b. Are first incurred by you during the policy period.

The Crisis Management Services Expenses Limit applies excess of this participation percentage.

If no amount is shown for the Crisis Management Service Expenses Participation Percentage in the CyberFirst Declarations, the Crisis Management Service Expenses Participation Percentage is 10%.

6. The following is added to Paragraph 14., **Currency**, of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Payments for “your crisis management service expenses” will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COVERAGE – INFRINGEMENT OF COPYRIGHTED
SOFTWARE – TECHNOLOGY ERRORS AND OMISSIONS LIABILITY**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

1. The following is added to Exclusion **g., Intellectual Property**, in Paragraph 2. of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

This exclusion does not apply to loss arising out of any actual or alleged “infringement of copyrighted software” in “your product” or “your work”, unless the claim or “suit” is made or brought by or on behalf of any “software copyright owner” against any insured.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

Claims Or Suits By Independent Contractors For Infringement Of Copyrighted Software

Loss for which a claim or “suit” is made or brought for “infringement of copyrighted software” by or behalf of any “independent contractor” in connection with material or services supplied to you by that “independent contractor”.

3. The following is added to the **DEFINITIONS** section:

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

“Infringement of copyrighted software” means:

- a. Piracy of a “copyrighted” software product; or
- b. Infringement of “copyrighted” software code or any other “copyrighted” element of any part of a software program.

“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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – DESCRIBED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SCHEDULE OF DESCRIBED PROFESSIONAL SERVICES

PROVISIONS

The following is added to Exclusion i., **Professional Services**, in Paragraph 2. of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

This insurance also does not apply to loss arising out of the providing or failing to provide any professional service shown in the Schedule Of Described Professional Services by or on behalf of the insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF COVERAGE - DESIGNATED CONTRACTS**

This endorsement modifies insurance provided under the following:

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SCHEDULE OF DESIGNATED CONTRACTS

PROVISIONS

The following replaces Paragraph **1.b.(1)** of **SECTION I – ERRORS AND OMISSIONS LIABILITY COVERAGE**:

(1) The loss arises out of “your product” provided to others, or “your work” provided or performed for others under any contract shown in the Schedule Of Designated Contracts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CRISIS MANAGEMENT SERVICE EXPENSES COVERAGE –
NETWORK AND INFORMATION SECURITY LIABILITY

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph 1., **Insuring Agreement**, of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE** in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

We will reimburse you for “your crisis management service expenses” that:

- (1) Arise out of loss to which this insurance applies that is caused by a “network and information security wrongful act” committed after the Network and Information Security Retroactive Date and before the end of the policy period; and
- (2) Are first incurred by you during the policy period.

Each “network and information security wrongful act” in a series of “related network and information security wrongful acts” will be deemed to have been committed on the date the first wrongful act in that series is committed.

Any of “your crisis management service expenses” that:

- (1) Are first incurred by you after the end of the policy period; and
- (2) Relate to any of “your crisis management service expenses” that are first incurred by you during the policy period;

will be deemed to have been incurred by you during the policy period.

2. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

“Identity information” means data containing a person’s name and any of the following information for that person:

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

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

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

- a. Gramm-Leach-Bliley Act of 1999.
- b. Health Insurance Portability and Accountability Act of 1996.
- c. California’s Security Breach Notification Act.

- d. Any other similar law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been access or acquired without their authorization.

“Your crisis management service expenses”:

- a. Means the reasonable fees, costs, or expenses incurred and paid by you in:
- (1) Retaining a public relations consultant or firm, or a crisis management consultant or firm; or
 - (2) Planning or executing your public relations campaign;
- to mitigate any actual or potential negative publicity generated from loss to which this insurance applies.
- b. Does not include:
- (1) Fees, costs, or expenses you incur to comply with any law or regulation.
 - (2) Your “security breach notification expenses”.

“Your security breach notification expenses”:

- a. Means any of the following reasonable fees, costs or expenses incurred and paid by you which can be directly allocated to a “security breach”:
- (1) Fees, costs or expenses to determine the persons whose “identity information” was accessed or acquired without their authorization.
 - (2) Fees, costs or expenses to develop documents or materials to notify the persons whose “identity information” was accessed or acquired without their authorization.
 - (3) Costs of mailings or other communications required to notify the persons whose “identity information” was accessed or acquired without their authorization.
 - (4) 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”.
 - (5) Costs of establishing and maintaining a call center to be used by persons whose “identity information” was accessed or acquired without their authorization.
 - (6) Any other fees, costs, or expenses necessary to comply with any “security breach notification law” that applies to you.
- b. Does not include:
- (1) Remuneration paid to your regular “employees” for work beyond their normal scheduled hours.
 - (2) Fees, costs, or expenses of outside consultants retained by you, unless we agree to reimburse you for such fees, costs, or expenses.
 - (3) Fines or penalties imposed by law or that any insured has agreed to pay for any reason.
 - (4) Amounts that you voluntarily agree to pay to any person whose “identity information” was accessed or acquired without his or her authorization.
 - (5) “Your crisis management service expenses”.

3. The following is added to **SECTION III – LIMITS OF INSURANCE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Crisis Management Service Expenses Limit shown in the CyberFirst Declarations is the most we will pay for the combined total of all of “your crisis management service expenses” that arise out of loss to which this insurance applies. This limit is in addition to the Each Wrongful Act Limit and the General Aggregate Limit.

If no amount is shown for the Crisis Management Service Expenses Limit in the CyberFirst Declarations, the Crisis Management Service Expenses Limit is \$100,000.

4. The following is added to Paragraph 1. of **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Each Wrongful Act Deductible also does not apply to payments we make for “your crisis management service expenses.”

5. The following is added to **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Crisis Management Service Expenses Participation Percentage

You will pay the Crisis Management Service Expenses Participation Percentage, shown in the CyberFirst Declarations, of “your crisis management service expenses” that:

- a. Arise out of loss to which this insurance applies that is caused by a “communications and media wrongful act” committed after the Communications and Media Retroactive Date and before the end of the policy period; and
- b. Are first incurred by you during the policy period.

The Crisis Management Services Expenses Limit applies excess of this participation percentage.

If no amount is shown for the Crisis Management Service Expenses Participation Percentage in the CyberFirst Declarations, the Crisis Management Service Expenses Participation Percentage is 10%.

6. The following is added to Paragraph **14.**, **Currency**, of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Payments for “your crisis management service expenses” will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CRISIS MANAGEMENT SERVICE EXPENSES COVERAGE –
COMMUNICATIONS AND MEDIA LIABILITY

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph 1., **Insuring Agreement**, of **SECTION I – COMMUNICATIONS AND MEDIA LIABILITY COVERAGE**, in the **CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM**:

We will reimburse you for “your crisis management service expenses” that:

- (1) Arise out of loss to which this insurance applies that is caused by a “communications and media wrongful act” committed after the Communications and Media Retroactive Date and before the end of the policy period; and
- (2) Are first incurred by you during the policy period.

Each “communications and media wrongful act” in a series of “related communications and media wrongful acts” will be deemed to have been committed on the date the first wrongful act in that series is committed.

Any of “your crisis management service expenses” that:

- (1) Are first incurred by you after the end of the policy period; and
- (2) Relate to any of “your crisis management service expenses” that are first incurred by you during the policy period;

will be deemed to have been incurred by you during the policy period.

2. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM**:

“Your crisis management service expenses”:

- a. Means the reasonable fees, costs, or expenses incurred and paid by you in:

- (1) Retaining a public relations consultant or firm, or a crisis management consultant or firm; or
- (2) Planning or executing your public relations campaign;

to mitigate any actual or potential negative publicity generated from loss to which this insurance applies.

- b. Does not include fees, costs, or expenses you incur to comply with any law or regulation.

3. The following is added to **SECTION III – LIMITS OF INSURANCE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Crisis Management Service Expenses Limit shown in the CyberFirst Declarations is the most we will pay for the combined total of all of “your crisis management service expenses” that arise out of loss to which this insurance applies. This limit is in addition to the Each Wrongful Act Limit and the General Aggregate Limit.

If no amount is shown for the Crisis Management Service Expenses Limit in the CyberFirst Declarations, the Crisis Management Service Expenses Limit is \$100,000.

4. The following is added to Paragraph 1. of **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

The Each Wrongful Act Deductible also does not apply to payments we make for “your crisis management service expenses.”

5. The following is added to **SECTION IV – DEDUCTIBLE** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Crisis Management Service Expenses Participation Percentage

You will pay the Crisis Management Service Expenses Participation Percentage, shown in the CyberFirst Declarations, of “your crisis management service expenses” that:

- a. Arise out of loss to which this insurance applies that is caused by a “communications and media wrongful act” committed after the Communications and Media Retroactive Date and before the end of the policy period; and
- b. Are first incurred by you during the policy period.

The Crisis Management Services Expenses Limit applies excess of this participation percentage.

If no amount is shown for the Crisis Management Service Expenses Participation Percentage in the CyberFirst Declarations, the Crisis Management Service Expenses Participation Percentage is 10%.

6. The following is added to Paragraph 14., **Currency**, of **SECTION V – CYBER LIABILITY CONDITIONS** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

Payments for “your crisis management service expenses” will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:
CYBERFIRST LIABILITY COVERAGE

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

IMPORTANT NOTICE

DEFENSE EXPENSES WITHIN LIMITS OF INSURANCE – ARKANSAS

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

The Arkansas Department of Insurance requires that we obtain your signature on this important notice.

Each of the following cyber liability coverage forms provided by us that is part of your policy includes “defense expenses” within the limits of insurance and deductibles:

- 1. CyberFirst Technology Errors And Omissions Liability Coverage Form.**
- 2. CyberFirst Communications And Media Liability Coverage Form.**
- 3. CyberFirst Network And Information Security Liability Coverage Form.**

We define the term “defense expenses” in the CyberFirst General Provisions Form, which is part of your policy. That form and your cyber liability coverage forms should be read carefully.

First Named Insured:

By signing below, you understand and acknowledge that your cyber liability coverage forms are subject to defense within the limits of insurance and deductible provisions, which means that “defense expenses” will reduce the limits of insurance and deductibles and may exhaust the limits of insurance and deductibles completely. Should that occur, you would be liable for any further amounts, including “defense expenses”.

Insured's Signature

Date Signed

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLLUTION EXCLUSION – HOSTILE FIRE SMOKE EXCEPTION –
ARKANSAS**

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

PROVISIONS

1. The following is added to Exclusion **k.**, **Pollution**, in Paragraph **3.** of **SECTION I – COVERAGE**:

This exclusion does not apply to loss arising out of smoke or fumes from a "hostile fire" at or from any premises, site or location:

- (1) Which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (2) Which is not or was not at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; and
 - (3) On which no insured and no contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
2. The following is added to the **DEFINITIONS** Section:
- "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS MANDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:
CYBERFIRST LIABILITY COVERAGE

PROVISIONS

1. The following replaces Paragraph **5.** of the **Cancellation** Common Policy Condition:
 5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d. The cancellation will be effective even if we have not made or offered a refund.
 - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
2. The following is added to the **Cancellation** Common Policy Condition:

Cancellation Of Insurance In Effect More Than 60 Days

 1. If this policy has been in effect more than 60 days or is a renewal, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the insurance or in presenting a claim under the policy;
 - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after insurance issuance;
 - d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under this policy;
 - e. Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - f. A material violation of a material provision of the policy.
 2. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.
3. The following condition is added and supersedes any other provision to the contrary:

When We Do Not Renew

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The following replaces the second paragraph of the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

5. The following condition is added and supersedes any other provision to the contrary:

Multi-Year Policies

We may issue this insurance for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

6. The following condition is added and supersedes any other provision to the contrary:

Your Right To Claim And Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this policy and any other preceding policy we have issued to you during the previous three years that provides this or similar coverage:

- a. A list or other record of each "wrongful act", not previously reported to any other insurer, of which we were notified in accordance with the terms and conditions of this policy. We will include the date and brief description of the "wrongful act" if that information was in the notice we received. We will also include any estimated reserves on reported "wrongful acts".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "wrongful act", amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this policy, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

7. The following replaces the first and second paragraphs of Paragraph 5. of **SECTION VI – EXTENDED REPORTING PERIODS**:

A Supplemental Extended Reporting Period of unlimited duration is available if this policy is cancelled or not renewed, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period ends.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement; and
 - b. Payment of the additional premium for Supplemental Extended Reporting Period Endorsement.
8. The following replaces the definition of "pollutants" in the **DEFINITIONS** Section:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

- 1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;
- 2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:
 - (i) PERC for a dry cleaning business; or
 - (ii) TCE, or any of the other items included as examples of "pollutants" in **b.** above, for degreasing operations;
- 3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in **a.** above, for a gasoline station; or
- 4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

SERFF Tracking Number: TRVD-125802076 *State:* Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 2008-08-0066-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions
Liability

Product Name: CyberFirst
Project Name/Number: CyberFirst/2008-08-0066-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125802076 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-08-0066-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: CyberFirst
Project Name/Number: CyberFirst/2008-08-0066-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/17/2008

Comments:

Attachments:

AR NAIC Transmittal.pdf
AR NAIC Form Filing Schedule.pdf

Satisfied -Name: Cover letter **Review Status:** Approved 10/17/2008

Comments:

Attachments:

AR Exhibit.pdf
AR Cover Letter.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 10/17/2008

Comments:

Attachment:

CyberFirst Filing Memorandum - Forms (R-NF).pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-08-0066-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See cover letter

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: NA - 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.)

1.	This filing transmittal is part of Company Tracking #		2008-08-0066-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	CyberFirst Declarations	PR T0 00 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A - New
02	CyberFirst General Provisions Form	PR T1 00 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
03	CyberFirst Communications and Media Liability Coverage Form	PR T1 01 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
04	CyberFirst Technology Errors and Omissions Liability Coverage Form	PR T1 02 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
05	CyberFirst Network and Information Security Liability Coverage Form	PR T1 03 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
06	Exclusion Described Professional Services	PR T3 00 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
07	Additional Insured Controlling Persons or Organizations	PR T3 01 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
08	Amendment of Coverage Network and Information Security Retroactive Date	PR T3 02 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
09	Amendment of Coverage Communications and Media Retroactive Date	PR T3 03 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
10	Defense Expenses Outside of Limits and Deductible	PR T3 04 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
11	Defense Expenses Outside of Deductible	PR T3 05 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
12	Exclusion Wrongful Acts Committed by Designated Persons or Organizations	PR T3 06 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
13	Supplemental Extended Reporting Period Endorsement	PR T3 07 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New

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14	Amendment of Coverage – Infringement of Copyrighted Software	PR T3 08 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
15	Amendment of Communications and Media Wrongful Act, Advertising Injury and Personal Injury Definitions	PR T3 09 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
16	Exclusion – Insureds in Media Type Businesses	PR T3 10 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
17	Exclusion Claims or Suits by Designated Persons or Organizations	PR T3 11 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
18	Amendment of Network and Information Security Wrongful Act Definition	PR T3 12 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
19	Consent to Settle Endorsement	PR T3 13 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
20	Amendment of Coverage Territory Definition	PR T3 14 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
21	Basic Extended Reporting Period Extension Endorsement	PR T3 15 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
22	Exclusion Described Professional Services	PR T3 16 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
23	Additional Insured – Designated Persons or Organizations	PR T3 17 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
24	Exclusion Designated Business Activities	PR T3 18 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
25	Earned Premium Calculation Endorsement	PR T3 19 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
26	Security Breach Notification Expenses Coverage	PR T3 21 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
27	Amendment of Coverage – Errors and Omissions Retroactive Date	PR T3 22 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
28	Exclusion – Failure to Deliver Your Product or Begin Your Work	PR T3 23 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
29	Exclusion – Electronic Fund Transfer	PR T3 24 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New

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30	Exclusion – Developmental Risk	PR T3 25 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
31	Exclusion – Designated Contracts	PR T3 26 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
32	Amendment of Errors and Omissions Wrongful Act Definition	PR T3 27 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
33	Exclusion Designated Products or Work	PR T3 28 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
34	Contract Price Costs Liability Coverage	PR T3 29 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
35	Exclusion Unauthorized Access or Use	PR T3 30 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
36	Exclusion Aircraft Products or Work	PR T3 31 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
37	Crisis Management Service Expenses Coverage – Technology Errors and Omissions Liability	PR T3 32 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
38	Amendment of Coverage – Infringement of Copyrighted Software – Technology Errors and Omissions Liability	PR T3 33 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
39	Exclusion Described Professional Services	PR T3 34 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
40	Amendment of Coverage Designated Contracts	PR T3 35 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
41	Crisis Management Service Expenses Coverage Network and Information Security Liability	PR T3 36 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
42	Crisis Management Service Expenses Coverage Communications and Media Liability	PR T3 37 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
43	Cap on Losses From Certified Acts of Terrorism	PR T3 38 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
44	Notice Defense Expenses Within Limits of Insurance – Arkansas	PR F0 01 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New

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45	Pollution Exclusion Hostile Fire Smoke Exception – Arkansas	PR F0 02 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
46	Arkansas Mandatory Endorsement	PR F0 19 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A – New
47			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**Technology Gross Written Premium
Exhibit
Arkansas**

Line of Insurance	
Auto	\$142,597
E&O	\$155,232
GL	\$48,546
Property	\$42,448
Umbrella/Excess	\$5,760
Total	\$394,583
Percent of Market Share	0%



Carol Letendre

Regulatory Manager

Regulatory Affairs, Business Insurance

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385 Washington Street, MC 9275-NB14L

St. Paul, MN 55102

Email: Cletendr@travelers.com

October 3, 2008

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

Dear Commissioner Bowman:

On April 1, 2004, the merger of The St. Paul Companies, Inc. (St. Paul) and Travelers Property Casualty Corp. (Travelers) created the second largest commercial property-casualty company in the country. We now provide insurance and associated services to well over one million commercial businesses.

This letter serves to inform you of our plans to transfer certain commercial lines of business written through St. Paul Fire and Marine Insurance Company and its affiliates to The Travelers Indemnity Company and its affiliates. The Travelers personal lines of business will not be impacted by this change.

Consistent with our branding change to Travelers in 2006 and the return of our symbolic red umbrella and name change to The Travelers Companies, Inc. in 2007, we are in the process of establishing a more consistent and simplified environment for our insureds and agents. Our goal is to provide greater consistency in our product language which in turn will further enhance all aspects of the customer experience.

Beginning in August 2009, insurance policies identified in the attached exhibits that were previously written on St. Paul policy forms will now be written on Travelers policy forms, upon the expiration of St. Paul policies. For your information, the enclosed exhibit illustrates the St. Paul written premiums and market share for the applicable lines of business in your state. Similar transfers will take place in the coming months, with our aim of doing so without disrupting our markets. We will notify you regarding these transfers through the normal filing process.

It is our intention to offer a Travelers policy at substantially similar coverage and price to existing St. Paul policyholders, exceptions include those policyholders previously identified for non-renewal on the basis of loss and other underwriting information and those insureds identified for non-renewal on the basis of the normal renewal underwriting process. Proper notice of non-renewal will be provided, in accordance with the requirements of your state.

With our plan to facilitate a smooth transition and retain as much business as possible, we fully expect this transition to proceed as smoothly as our previous initiatives.

Please feel free to call me at your convenience, if you have any questions.

Sincerely,

Carol Letendre
Regulatory Manager
CL/ns
Enclosures

CYBERFIRST PROFESSIONAL LIABILITY COVERAGE

Filing Memorandum

Filing Number 2008-08-0066-F

As stated in the enclosed cover letter, it is our intent to transfer certain commercial lines of business written through St. Paul Fire and Marine Insurance Company and its affiliates to The Travelers Indemnity Company and its affiliates. This filing consists of the material necessary to move our portfolio of Technology products into the Travelers entities.

The following identifies and explains the material contained within this filing.

Beginning in August 2009 insurance policies in the Technology market that were previously written on St. Paul policy forms will now be written on Travelers policy forms, upon the expiration of St. Paul policies. As we move the business we have identified certain coverages that are currently approved in the St. Paul entities for which there is no similar Travelers coverage.

This filing introduces our new CyberFirst professional liability coverage. The CyberFirst coverage forms and endorsements have been converted from the Plain-English language and format used in the St. Paul entities to the ISO based language and format used in the Travelers entities, providing for consistency in our product language.

The CyberFirst Coverage Forms provide claims-made and reported coverage using a modular approach. The modular approach provides a flexible buying approach for our customers to purchase one or a combination of the following professional liability coverage forms:

- CyberFirst Network And Information Security Liability Coverage Form
- CyberFirst Communications And Media Information Liability Coverage Form
- CyberFirst Technology Errors And Omissions Liability Coverage Form

CyberFirst has a shared deductible and shared limit of liability regardless of the number of coverage forms purchased. One or more of the above professional liability coverage forms will be used with the CyberFirst General Provisions Coverage Form – PR T1 00 07 08 which includes common terms and conditions such as: Defense Of Claims Or Suits, Exclusions Applying To All Of Your Cyber Liability Coverage Forms, Who Is An Insured, Limits Of Insurance, Deductible, Cyber Liability Conditions and Extended Reporting Periods.

The following provides an overview of the Coverage Forms included in this filing.

The CyberFirst Liability Coverage Forms are:

- CyberFirst Technology Errors and Omissions Liability Coverage Form – PR T1 02 07 08 provides liability coverage for loss that arises out of the insured's products provided to others or work provided or performed for others and is caused by an "errors and omissions wrongful act" (any error, omission, or negligent act).

CYBERFIRST PROFESSIONAL LIABILITY COVERAGE

Filing Memorandum

Filing Number 2008-08-0066-F

- CyberFirst Network And Information Security Liability Coverage Form – PR T1 03 07 08 provides liability coverage for loss that arises out of “network and information security wrongful acts” which are:
 - Failure to prevent the transmission of a computer virus;
 - Failure to provide any authorized user of the insured’s website or computer or communications network with access to such website or computer or communications network; and
 - Failure to prevent unauthorized access to, or use of electronic data contain private or confidential information of others.

- CyberFirst Communications and Media Liability Coverage Form – PR T1 01 07 08 provides liability coverage for loss that arises out of “communications and media wrongful acts” which are:
 - 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 the insured’s covered material;
 - Plagiarism or unauthorized use of a literary or artistic format, character, or performance in the insured’s material.