

SERFF Tracking Number: ARKS-125918434 State: Arkansas
Filing Company: 00006 - INSURANCE SERVICES OFFICE, INC. State Tracking Number: \$106366 \$500
Company Tracking Number: EC-2008-OFR08
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0005 CMP E-Commerce
Liability
Product Name: n/a
Project Name/Number: /

Filing at a Glance

Company: 00006 - INSURANCE SERVICES OFFICE, INC.

Product Name: n/a SERFF Tr Num: ARKS-125918434 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: \$106366 \$500
Sub-TOI: 05.0005 CMP E-Commerce Co Tr Num: EC-2008-OFR08 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: Disposition Date: 11/25/2008
Date Submitted: 11/24/2008 Disposition Status: Filed
Effective Date Requested (New): 11/01/2009 Effective Date (New): 11/01/2009
Effective Date Requested (Renewal): 11/01/2009 Effective Date (Renewal): 11/01/2009

State Filing Description:

Forms: 26

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/25/2008
State Status Changed: 11/25/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

SERFF Tracking Number: ARKS-125918434 State: Arkansas
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Liability
Product Name: n/a
Project Name/Number: /

Filing Contact Information

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

00006 - INSURANCE SERVICES OFFICE, INC. CoCode: 6 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Liability
Product Name: n/a
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Llyweyia Rawlins	11/25/2008	11/25/2008

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Liability
Product Name: n/a
Project Name/Number: /

Disposition

Disposition Date: 11/25/2008

Effective Date (New): 11/01/2009

Effective Date (Renewal): 11/01/2009

Status: Filed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125918434 State: Arkansas
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 Liability
 Product Name: n/a
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Supporting Document	ARKS-125918434		Yes

SERFF Tracking Number: ARKS-125918434 State: Arkansas
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Liability
Product Name: n/a
Project Name/Number: /

Supporting Document Schedules

Unsatisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Filed 11/25/2008

Comments:

Satisfied -Name: ARKS-125918434 **Review Status:** 11/25/2008

Comments:

Attachments:

ARKS-125918434.pdf
ARKS-125918434-1.pdf
ARKS-125918434-2.pdf
ARKS-125918434-3.pdf
ARKS-125918434-4.pdf
ARKS-125918434-5.pdf
ARKS-125918434-6.pdf
ARKS-125918434-7.pdf
ARKS-125918434-8.pdf

ARKS-125918434

WR

106366

500.00



2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

November 19, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: William R. Lacy, Director
Property and Casualty Division

RE: Insurance Services Office, Inc.
EC-2008-OFR08
E-Commerce Multistate Forms Revision
State of Arkansas

Approved until withdrawn
or revoked

NOV 25 2008

Arkansas Insurance Department

By: *LK-Filed*

Dear Mr. Lacy:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the captioned filing.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all policies written on or after November 1, 2009.

Companion filings EC-2008-ORU08 (rules), EC-2008-RLC08 (loss costs), and RP-2008-REC08 (rating plan) will be submitted under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Donald J. Beckel

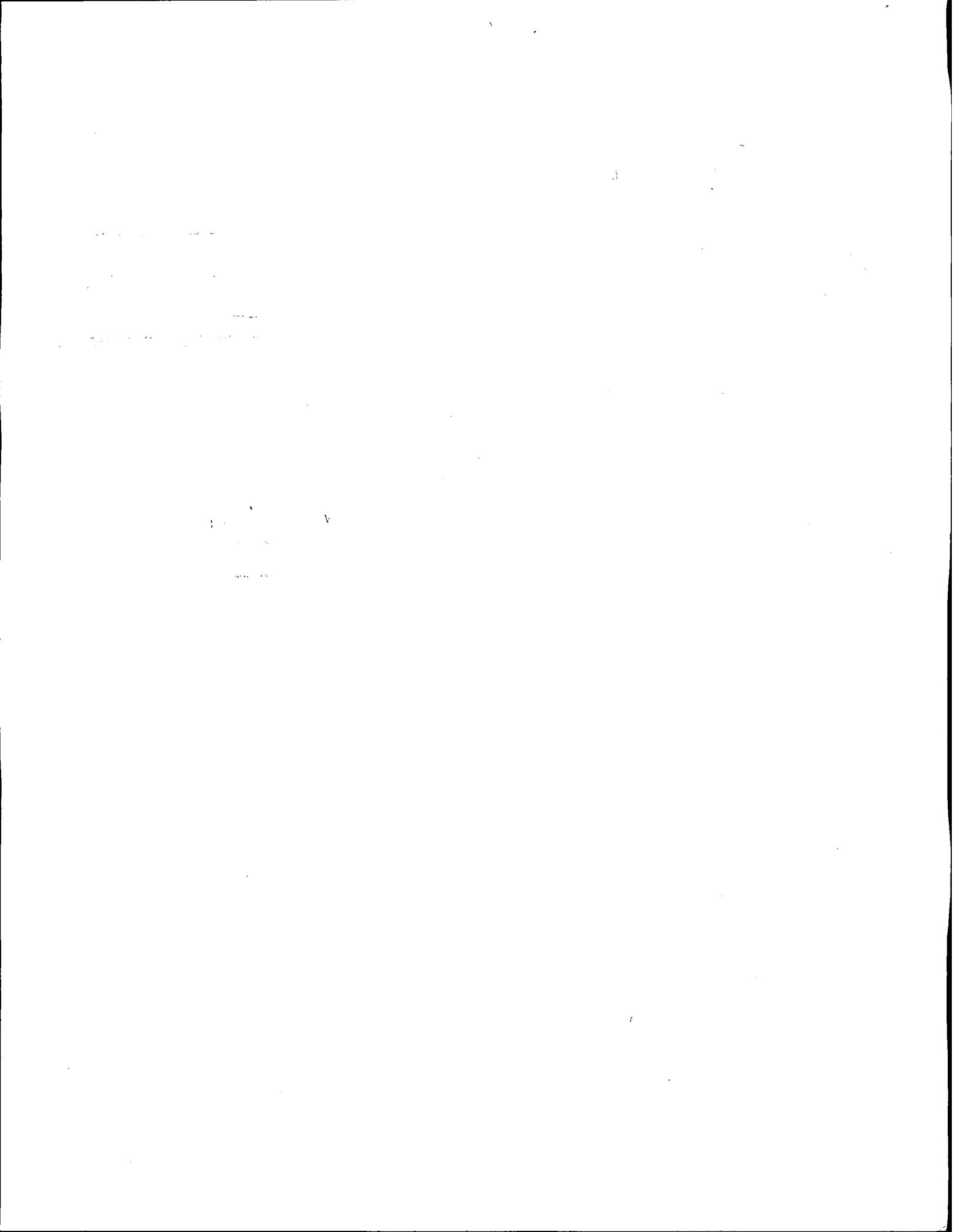
Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations

DJB:dlb
Encl.

RECEIVED

NOV 24 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT



Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

Approved until withdrawn or revoked

NOV 25 2008

Arkansas Insurance Department
By: *LR Filed*

2. Insurance Department Use only

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

RECEIVED
NOV 24 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

3. Group Name _____ **Group NAIC #** _____

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Insurance Services Office, Inc.	DE		13-3131412	

5. Company Tracking Number EC-2008-OFR08

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Donald J. Beckel Insurance Services Office, Inc. 2828 E. Trinity Mills Rd., Ste. 150 Carrollton, TX 75006	Asst. Regional Manager	(214) 390-1825 Ext. 224	(214) 390-1975	DBECKEL@iso.com

7. Signature of authorized filer *Donald J. Beckel*

8. Please print name of authorized filer Donald J. Beckel

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

9. Type of Insurance (TOI)	05.0 CMP
10. Sub-Type of Insurance (Sub-TOI)	05.0005
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	E-Commerce
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 11/01/2009 Renewal: 11/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	Not Applicable
17. Reference Organization # & Title	Not Applicable
18. Company's Date of Filing	11/19/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

2

Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	EC-2008-OFR08
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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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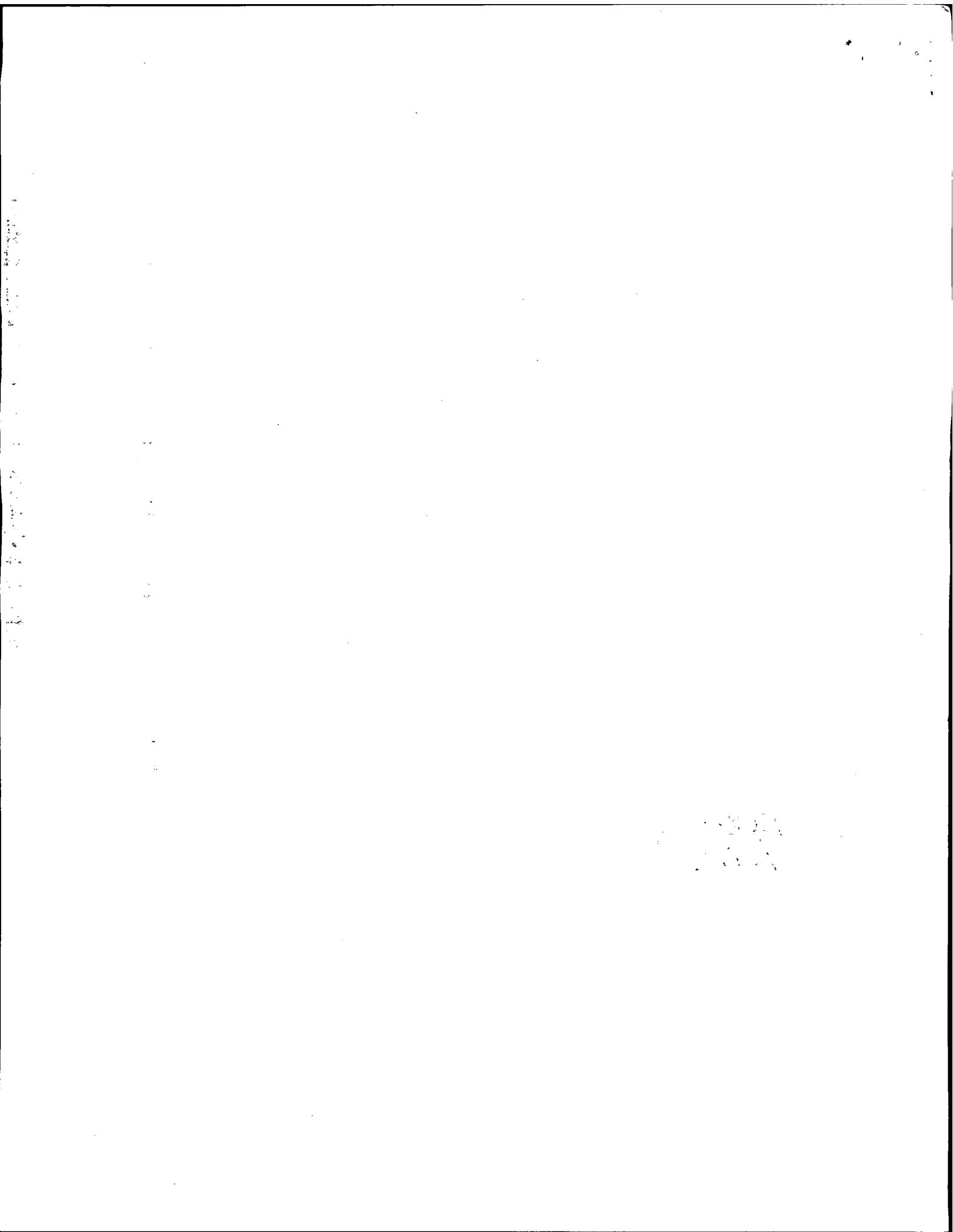
This filing introduces the second phase of the development of ISO's E-Commerce program. Included in this filing is a new policy designed for financial institutions known as the Financial Institutions Information Security Protection Policy. We are also revising the existing Internet Liability And Network Protection Policy (now known as the Information Security Protection Policy).

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]
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Check #: 106366
Amount: \$500.00

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

***Refer to 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 #		EC-2008-OFR08		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		EC-2008-ORU08		
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	Information Security Protection Policy	EC 00 10 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 00 10 07 05	
02	Financial Institutions Information Security Protection Policy	EC 00 11 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Policy Changes	EC 10 01 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 10 01 07 05	
03	Resident Agent Countersignature	EC 10 02 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 10 02 07 05	
04	Nonbinding Arbitration	EC 10 03 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 10 03 07 05	
05	Calculation Of Premium	EC 10 05 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 10 05 07 05	
06	Supplemental Extended Reporting Period	EC 20 01 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 20 01 07 05	
07	Include Specified Individuals As Employees	EC 20 02 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 20 02 07 05	
08	Amend Territory Condition For Wrongful Acts Or Suits	EC 20 03 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 20 03 07 05	
09	Amend Territory Condition - Suits Worldwide	EC 20 04 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 20 04 07 05	
10	Agreed Value For Business Income Loss	EC 20 05 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 20 05 07 05	
11	Amend Definition Of Security Breach	EC 20 06 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Exclusion - Regulatory Agency	EC 20 07 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)

 State: ARKANSAS

 Company Tracking #: EC-2008-OFR08

 Page 2 of 3

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
13	Include Retroactive Date For Named Subsidiary(ies)	EC 20 08 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Cap On Losses From Certified Acts Of Terrorism	EC 21 01 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 01 01 08	
15	Exclusion Of Certified Acts Of Terrorism	EC 21 03 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 03 01 08	
16	Disclosure Pursuant To Terrorism Risk Insurance Act	EC 21 05 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 05 01 08	
17	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	EC 21 08 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 08 07 06	
18	Exclusion Of Terrorism	EC 21 09 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 09 07 06	
19	Extended Reporting Period For Terrorism Coverage	EC 21 10 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 21 10 07 06	
20	Application For Information Security Protection Policy	EC AP 01 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC AP 01 08 05	
21	Application For Financial Institutions Information Security Protection Policy	EC AP 11 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Information Security Protection Policy Declarations	EC DS 01 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC DS 01 07 05	
23	Financial Institutions Information Security Protection Policy Declarations	EC DS 11 11 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Arkansas Changes	EC 01 31 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 01 31 07 05	

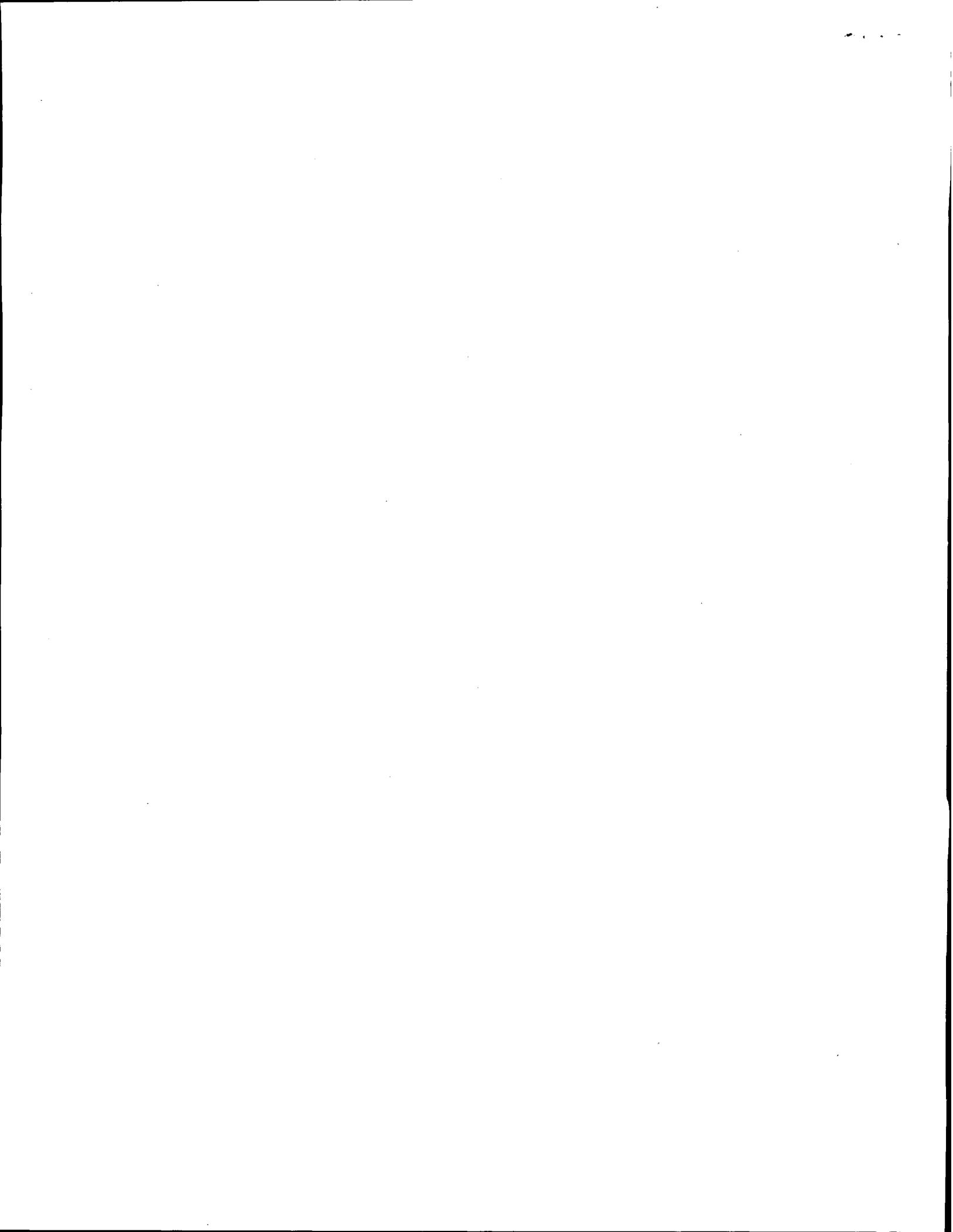
FORM FILING SCHEDULE (cont.)

State: ARKANSAS

Company Tracking #: EC-2008-OFR08

Page 3 of 3

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
25	Arkansas Changes – Extended Reporting Periods	EC 01 36 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 01 36 07 05	
26	Arkansas Changes – Cancellation And Nonrenewal	EC 02 11 11 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EC 02 11 07 05	
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Arkansas Forms Supplement

About This Filing

This supplement to multistate forms filing EC-2008-OFR08 revises various Arkansas-specific endorsements.

Revised Forms

We are revising the following endorsements:

- ◆ Arkansas Changes EC 01 31 07 05
- ◆ Arkansas Changes – Extended Reporting Periods EC 01 36 07 05
- ◆ Arkansas Changes – Cancellation And Nonrenewal EC 02 11 07 05

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 11 09 editions. Concurrent with implementation, the 11 09 editions will supersede the prior editions.

Multistate Applicability

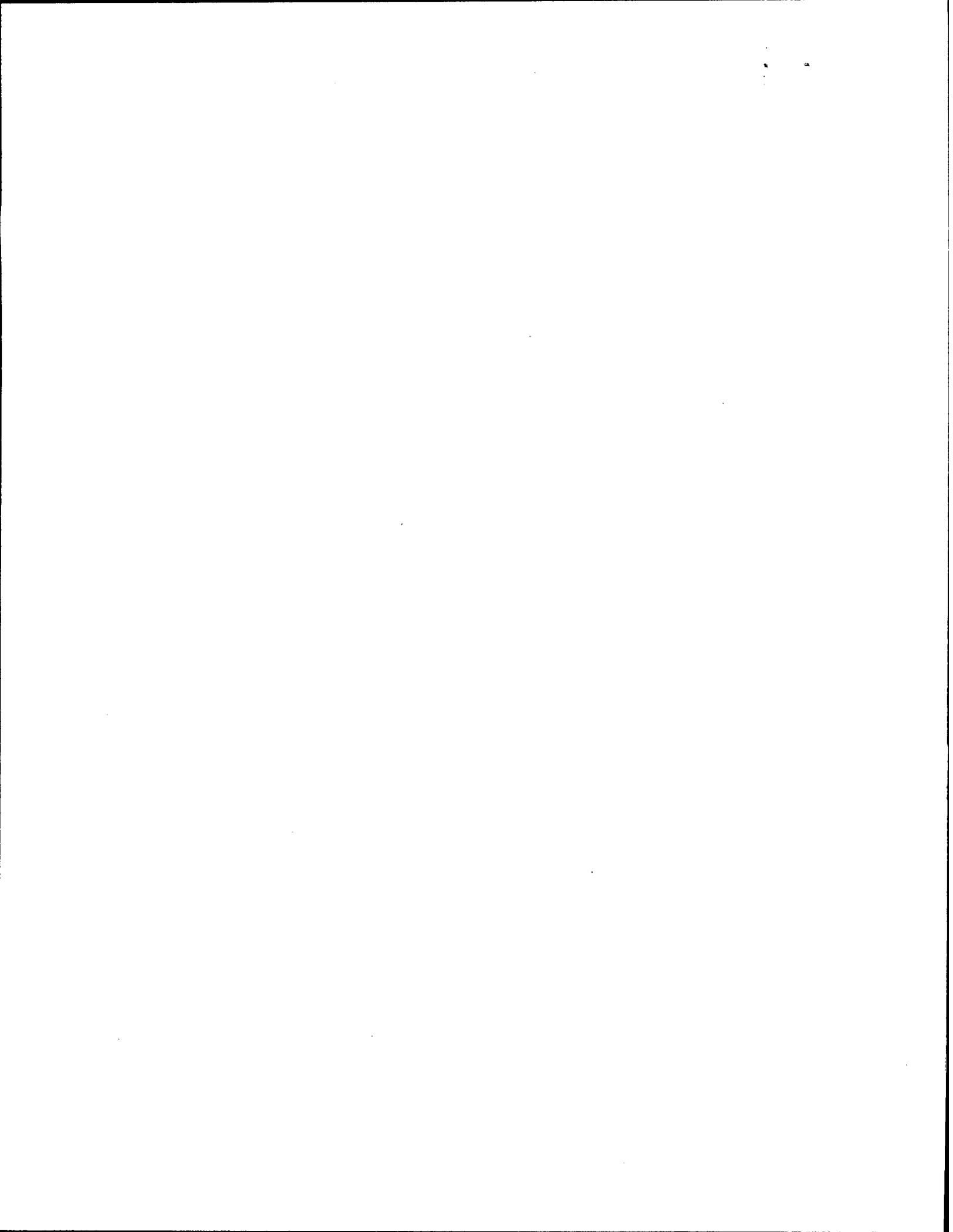
Binding Arbitration endorsement EC 10 04 does not apply in Arkansas.

Related Filings

- ◆ Rules Filing EC-2008-ORU08
- ◆ Loss Costs Filing EC-2008-RLC08
- ◆ Rating Plan Filing RP-2008-REC08

Background

In Multistate Forms Filing EC-2008-OFR08 we are introducing the second phase of the development of ISO's E-Commerce program. Included in the filing is a new policy designed for financial institutions known as the Financial Institutions Information Security Protection Policy. The policy contains eight separate insuring agreements: Web Site Publishing Liability, Security Breach Liability, Programming Errors And Omissions Liability, Replacement Or Restoration Of



Electronic Data, Extortion Threats, Business Income And Extra Expense, Public Relations Expense and Security Breach Expense.

In the filing we are also revising the existing Internet Liability And Network Protection Policy (now known as the Information Security Protection Policy). This policy is being revised to include many of the enhanced coverage features found in the financial institutions version, including the new coverage for security breach.

Explanation of Changes

We are revising the following endorsements:

- ◆ Arkansas Changes EC 01 31;
- ◆ Arkansas Changes – Extended Reporting Periods EC 01 36; and
- ◆ Arkansas Changes – Cancellation And Nonrenewal EC 02 11

to reflect editorial changes which include adding reference to the new Financial Institutions Information Security Protection Policy and revising the title of the Internet Liability And Network Protection Policy (now known as the Information Security Protection Policy).

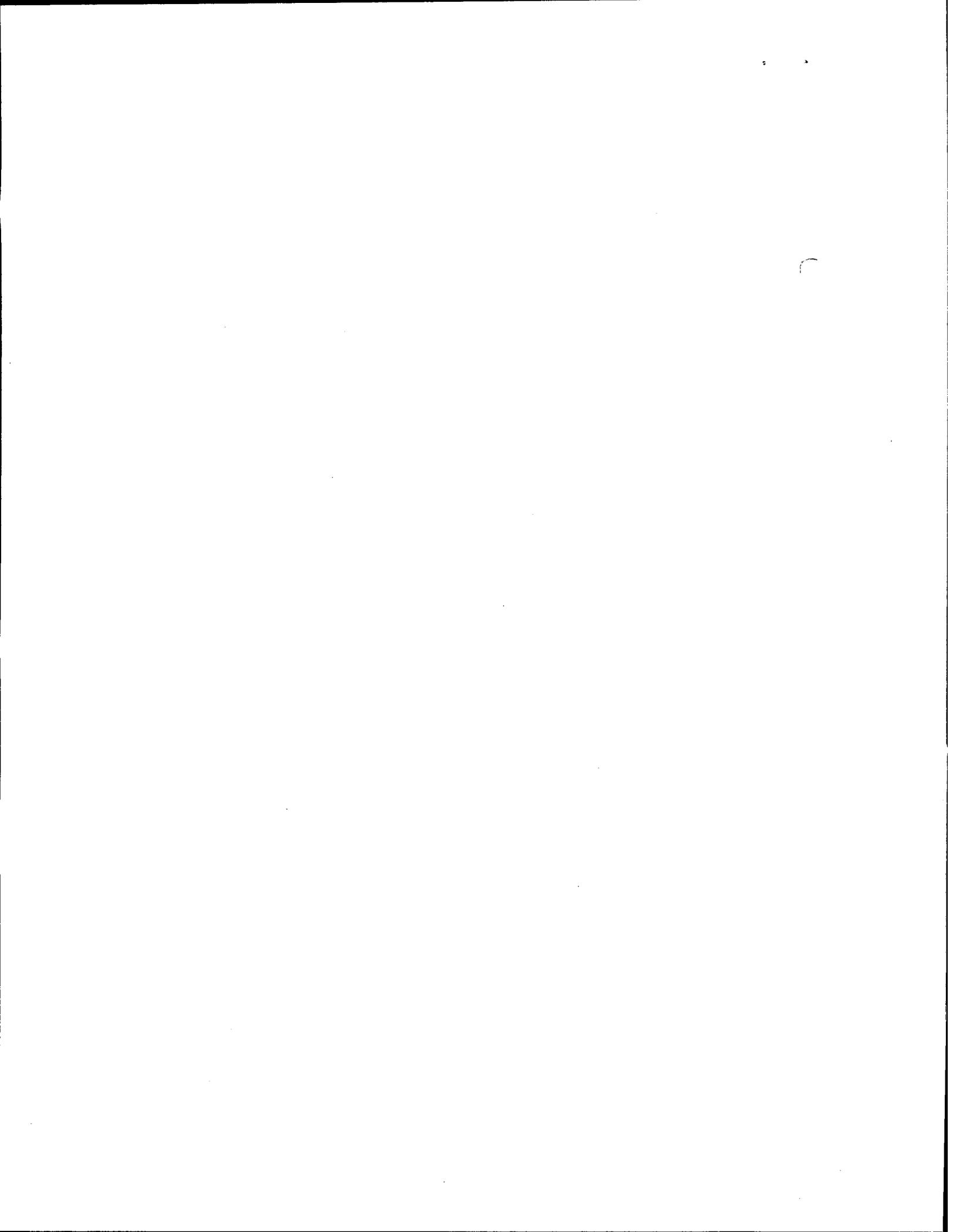
EC 01 36 is further revised to add a regulatory exclusion in regards to the provisions of the Automatic and Supplemental Extended Reporting Periods in respect to the Financial Institutions Information Security Protection Policy only

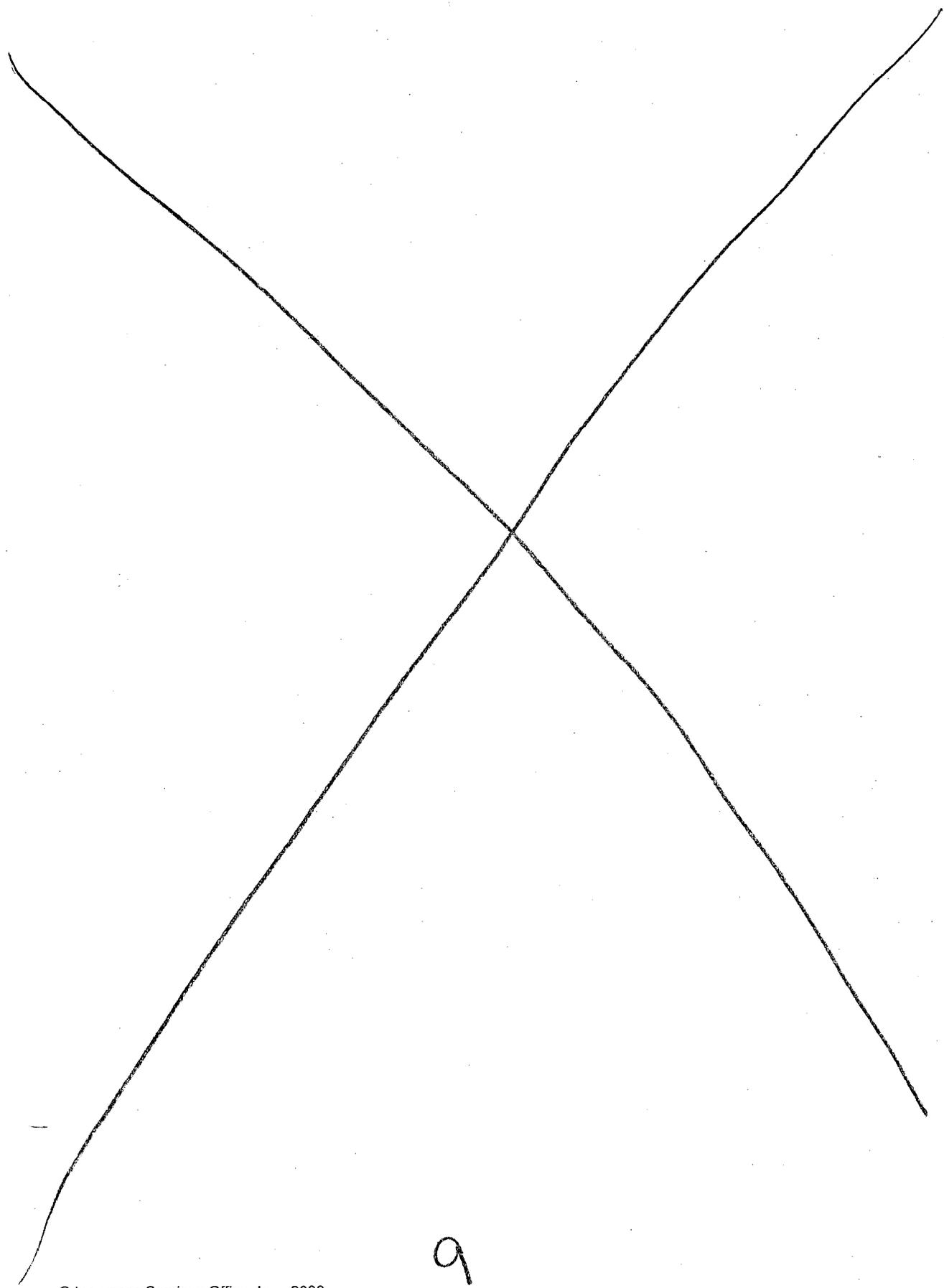
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Important Note

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INTERNET LIABILITY AND NETWORK INFORMATION SECURITY PROTECTION POLICY

- A. The following paragraph is added to **Section VI – Conditions:**
Multi-year pPolicies
We may issue this policy for a term in excess of ~~twelve~~ 12 months with the premium adjusted on an annual basis in accordance with our rates and rules.
- B. Paragraph **b.(3)** of the Legal Action Against Us Condition in **Section VI – Conditions** is amended as follows:
(3) Unless brought within ~~5~~ five years from the date you reported the "loss" to us.
- C. The following replaces Paragraph ~~7.a.~~ of the Subrogation Condition in **Section VI – Conditions**; is replaced by the following:
a. To you until you have been fully compensated for the "loss" sustained including expense incurred in obtaining full compensation for the "loss".
- D. The following is added to Paragraph a. of the definition of "loss" in Section VII – Definitions 18.a.:
Punitive or exemplary damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – EXTENDED REPORTING PERIODS

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INTERNET LIABILITY AND NETWORK INFORMATION SECURITY PROTECTION POLICY

Paragraph ~~16~~ The Extended Reporting Periods Condition in **Section VI – Conditions** is replaced by the following:

16. Extended Reporting Periods

The provisions contained within this condition apply only to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.

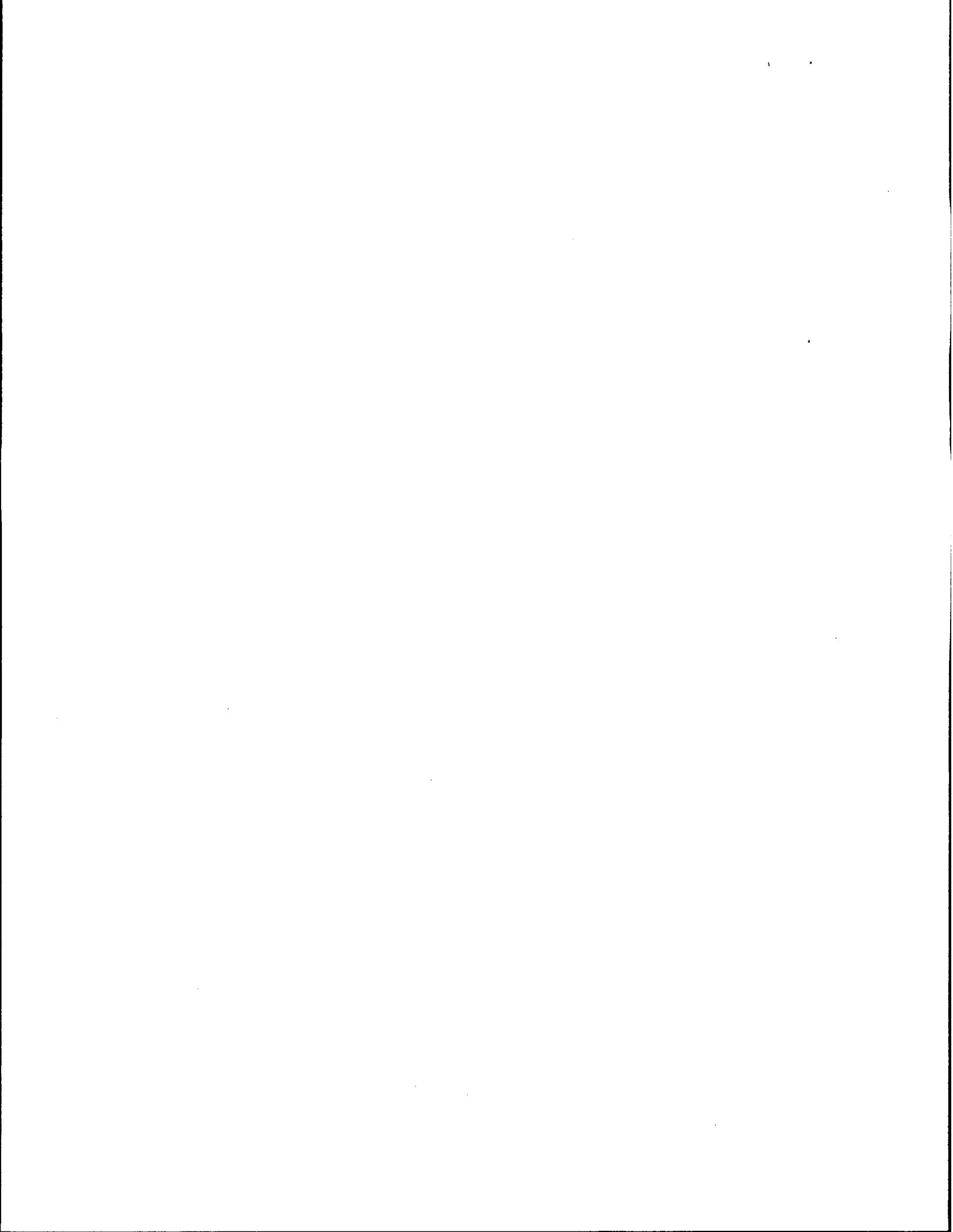
a. Automatic Extended Reporting Period

- (1) ~~As respects Insuring Agreements A – Web Site Publishing Liability and B – Network Security Liability only, an~~ Automatic Extended Reporting Period is provided without additional charge. This period starts with the end of the "policy period" and lasts for ~~sixty (60)~~ days. A "claim" received and reported by the "insured" within this 60-day period will be considered to have been received within the "policy period". However, the 60-day Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the "insured", or that would be covered but for exhaustion of the ~~limit~~ of insurance applicable to such "claims".
- (2) The Automatic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (a) The "claim" is first made and reported to us during the Automatic Extended Reporting Period; and
 - (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

b. Supplemental Extended Reporting Period

- (1) ~~As respects Insuring Agreements A – Web Site Publishing Liability and B – Network Security Liability only, an~~ Supplemental Extended Reporting Period is available if this insurance policy is canceled or not renewed by us, but only by endorsement and for an extra charge.
- (2) In order to obtain ~~an~~ Supplemental Extended Reporting Period, you must give us a written request for the Supplemental Extended Reporting Period Endorsement together with the full payment of the additional premium for the endorsement within ~~sixty (60)~~ days after the end of the Automatic Extended Reporting Period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- (3) The Supplemental Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (a) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".
- (4) The Limit of Insurance available during the Supplemental Extended Reporting Period shall be no less than the greater of:
 - (a) The amount of coverage remaining in the expiring Policy Aggregate Limit of Insurance; or

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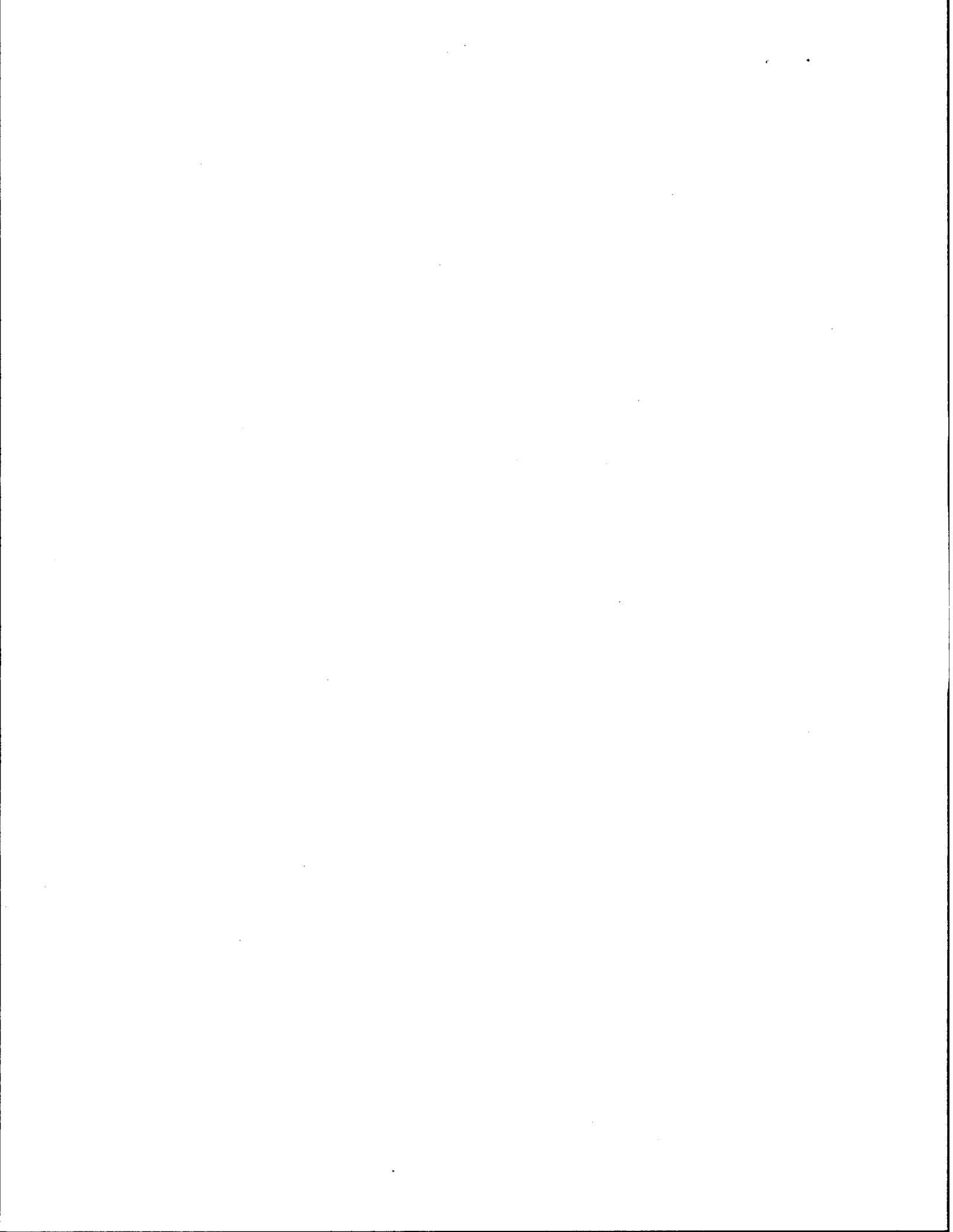
- (b) Fifty percent (50%) of the Policy Aggregate Limit of Insurance at policy inception.
- (5) Once in effect, the Supplemental Extended Reporting Period may not be canceled. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

(6) With respect to the Financial Institutions Information Security Protection Policy:

The provisions of the Basic Extended Reporting Period and the Supplemental Extended Reporting Period shall not extend to any federal or state official or agency, or to any receiver, conservator, trustee, rehabilitator or liquidator, acting or appointed to take over the "Insured's" business for the operation or liquidation thereof or for any other purpose.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INTERNET LIABILITY AND NETWORK INFORMATION SECURITY PROTECTION POLICY

A. Paragraph e. of the **Cancellation** Condition in **Section VI – Conditions** is replaced by the following:

e. If this policy is ~~cancelled~~canceled, we will send the first "named insured" any premium refund due.

We will refund the pro rata unearned premium if the policy is:

- (1) ~~Cancelled~~Canceled by us or at our request;
- (2) ~~Cancelled~~Canceled but rewritten with us or in our company group;
- (3) ~~Cancelled~~Canceled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
- (4) ~~Cancelled~~Canceled after the first year of a prepaid policy that was written for a term of more than one year.

If the policy is ~~cancelled~~canceled at the request of the first "named insured", other than a cancellation described in Paragraph (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.

The cancellation will be effective even if we have not made or offered a refund.

If the first "named insured" cancels the policy, we will retain no less than \$100 of the premium.

B. The following is added to the **Cancellation** Condition in **Section VI – Conditions**:

g. Cancellation Of Policies In Effect More Than 60 Days

1. If this policy has been in effect more than 60 days or is a renewal policy, 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 policy 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 policy issuance;
- (d) The 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.

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2. If we cancel for:

- (a) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first "named insured" and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (b) Any other reason, we will mail or deliver notice of cancellation to the first "named insured" and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

C. The following ~~Condition~~ is added to Section VI – Conditions and supersedes any other provision to the contrary:

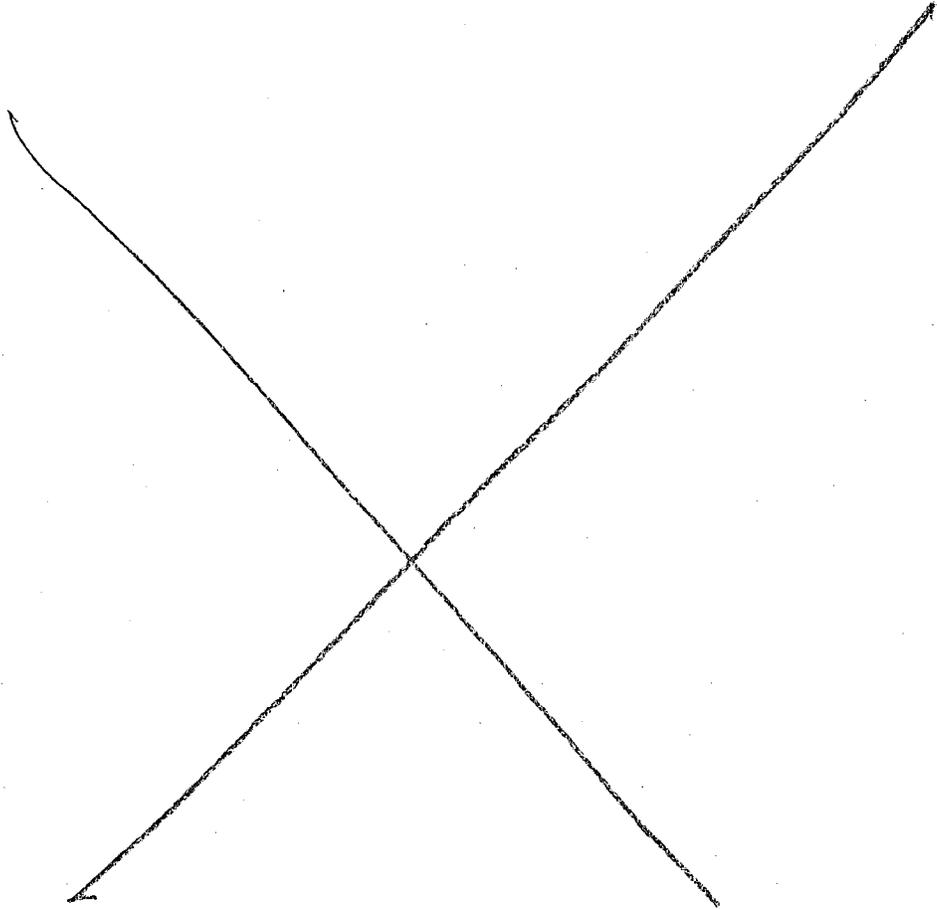
NONRENEWALNonrenewal

- 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.

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2008 E-Commerce Multistate Forms Revision

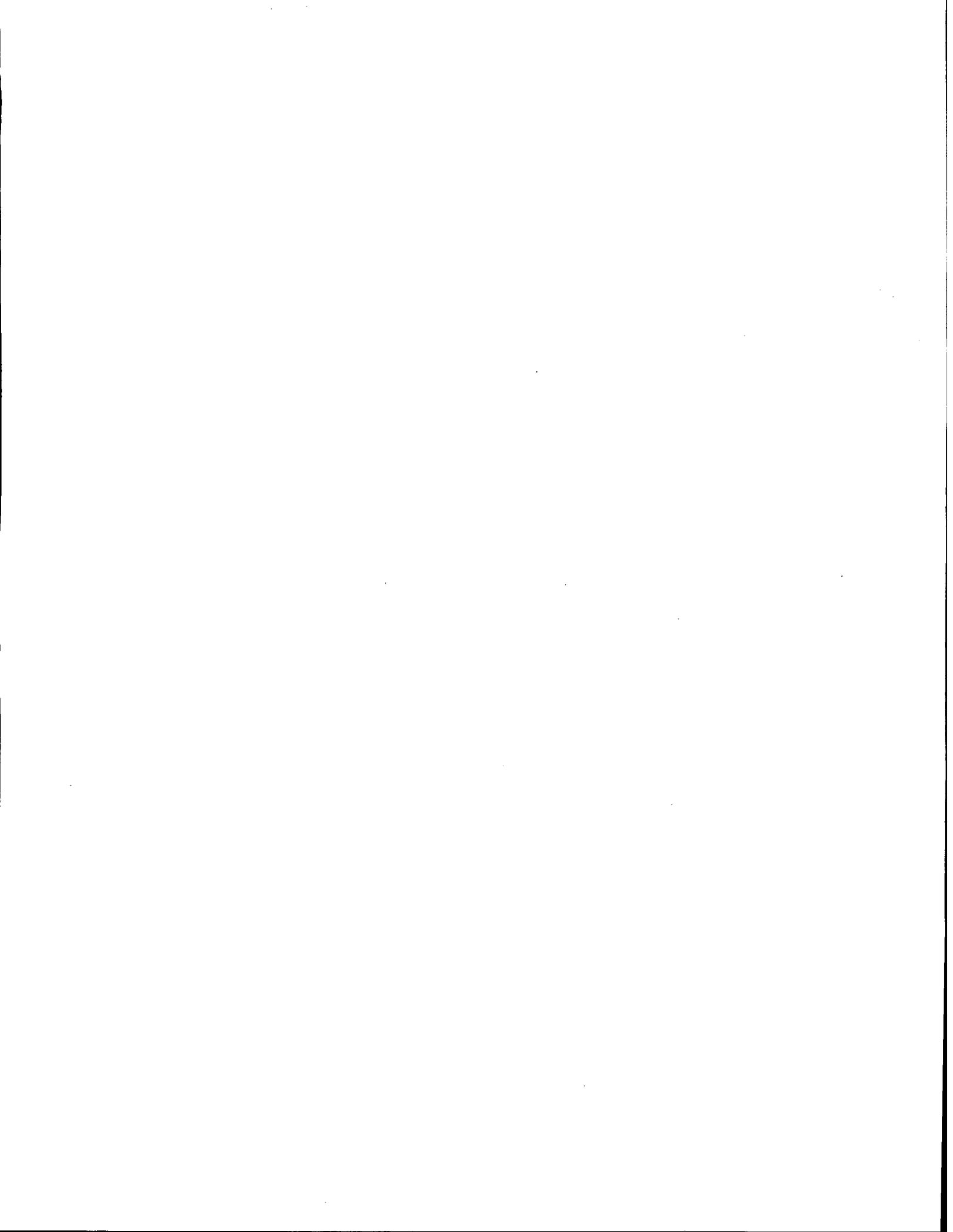
About This Filing

The first phase of ISO's E-Commerce program was introduced in July 2005 to address the coverage needs of companies using and maintaining a web site to conduct business. The Internet Liability And Network Protection Policy, which was introduced at that time, was designed for commercial enterprises, including not-for-profit organizations with a web presence.

This filing introduces the second phase of the development of ISO's E-Commerce program. Included in this filing is a new policy designed for financial institutions known as the Financial Institutions Information Security Protection Policy. The policy contains eight separate insuring agreements: Web Site Publishing Liability, Security Breach Liability, Programming Errors And Omissions Liability, Replacement Or Restoration Of Electronic Data, Extortion Threats, Business Income And Extra Expense, Public Relations Expense and Security Breach Expense.

Among the insuring agreements provided in the policy, particularly noteworthy are the two that address security breaches involving unauthorized acquisition or disclosure of personal information collected by a financial institution. With the rising frequency of such incidents, the policy responds by including coverage for both the insured's liability for the unauthorized acquisition or disclosure of such information that is required by law to be protected, and also expenses incurred by the insured as a result of a breach including, but not limited to, costs to notify all affected parties of the breach, costs to operate a call-center and post event credit monitoring costs.

In this filing, we are also revising the existing Internet Liability And Network Protection Policy (now known as the Information Security Protection Policy). This policy is being revised to include many of the enhanced coverage features found in the Financial Institutions version discussed above, including the new coverage for security breach.



New Forms

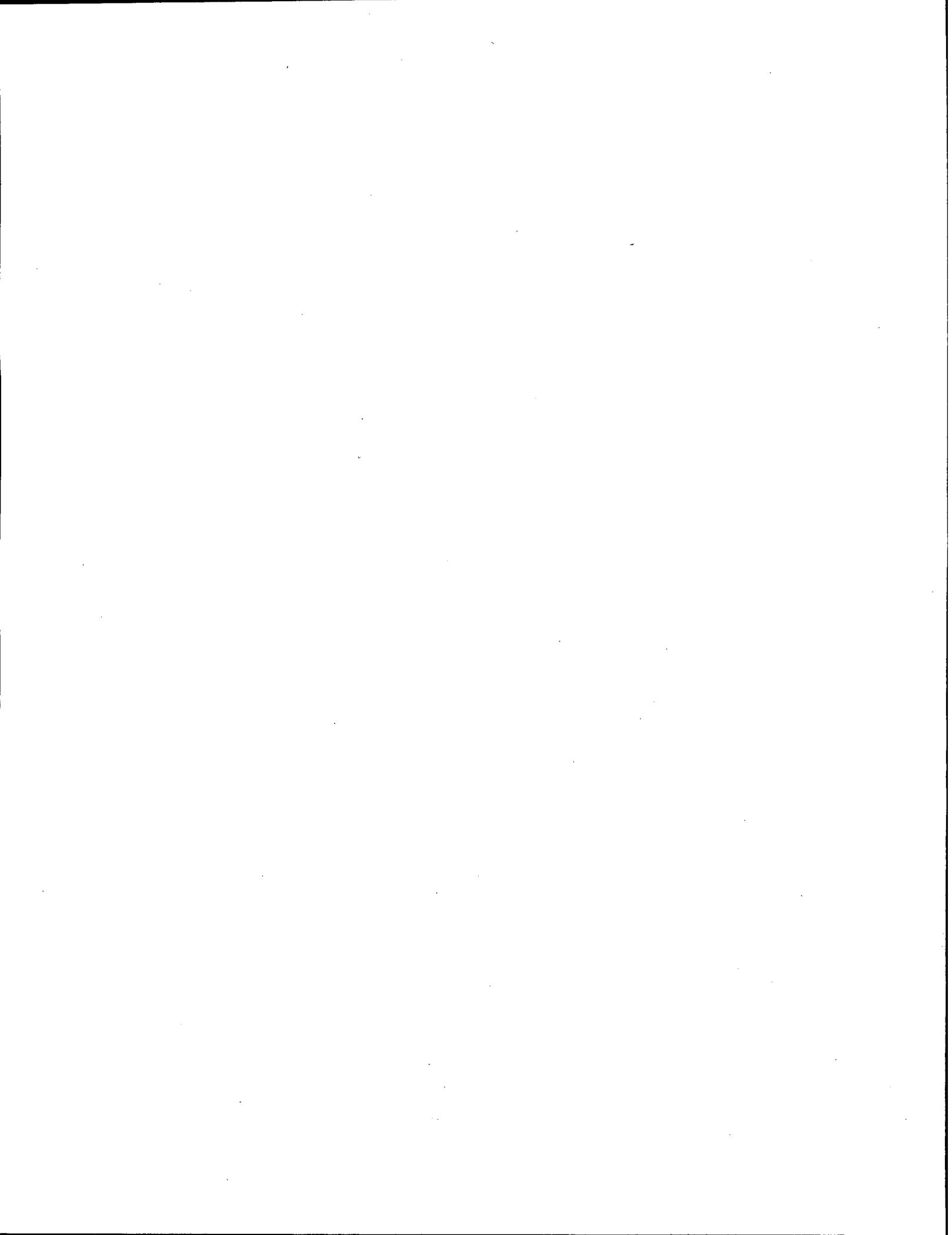
We are introducing the following forms:

- EC 00 11 11 09 Financial Institutions Information Security Protection Policy
- EC 20 06 11 09 Amend Definition Of Security Breach
- EC 20 07 11 09 Exclusion - Regulatory Agency
- EC 20 08 11 09 Include Retroactive Date For Named Subsidiary(ies)
- EC AP 11 11 09 Application For Financial Institutions Information Security Protection Policy
- EC DS 11 11 09 Financial Institutions Information Security Protection Policy Declarations

Revised Forms

We are revising the following forms:

- EC 00 10 07 05 Internet Liability And Network Protection Policy
- EC 10 01 07 05 Policy Changes
- EC 10 02 07 05 Resident Agent Countersignature Endorsement
- EC 10 03 07 05 Non-Binding Arbitration
- EC 10 04 07 05 Binding Arbitration
- EC 10 05 07 05 Calculation Of Premium
- EC 20 01 07 05 Supplemental Extended Reporting Period Endorsement
- EC 20 02 07 05 Include Specified Individuals As Employees
- EC 20 03 07 05 Amend Territory Condition For Wrongful Acts Or Suits
- EC 20 04 07 05 Amend Territory Condition - Suits Worldwide
- EC 20 05 07 05 Agreed Value Endorsement
- EC 21 01 01 08 Cap On Losses From Certified Acts Of Terrorism
- EC 21 03 01 08 Exclusion Of Certified Acts Of Terrorism
- EC 21 05 01 08 Disclosure Pursuant To Terrorism Risk Insurance Act
- EC 21 08 07 06 Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)



- EC 21 09 07 06 Exclusion Of Terrorism
- EC 21 10 07 06 Extended Reporting Period For Terrorism Coverage
- EC AP 01 08 05 Application For Internet Liability And Network Protection Policy
- EC DS 01 07 05 Internet Liability And Network Protection Policy Declarations

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 11 09 editions. Concurrent with implementation, the 11 09 editions will supersede the prior editions.

Related Filing(s)

Companion filings:

EC-2008-ORU08 (rules)

EC-2008-RLC08 (loss costs)

RP-2008-REC08 (rating plan)

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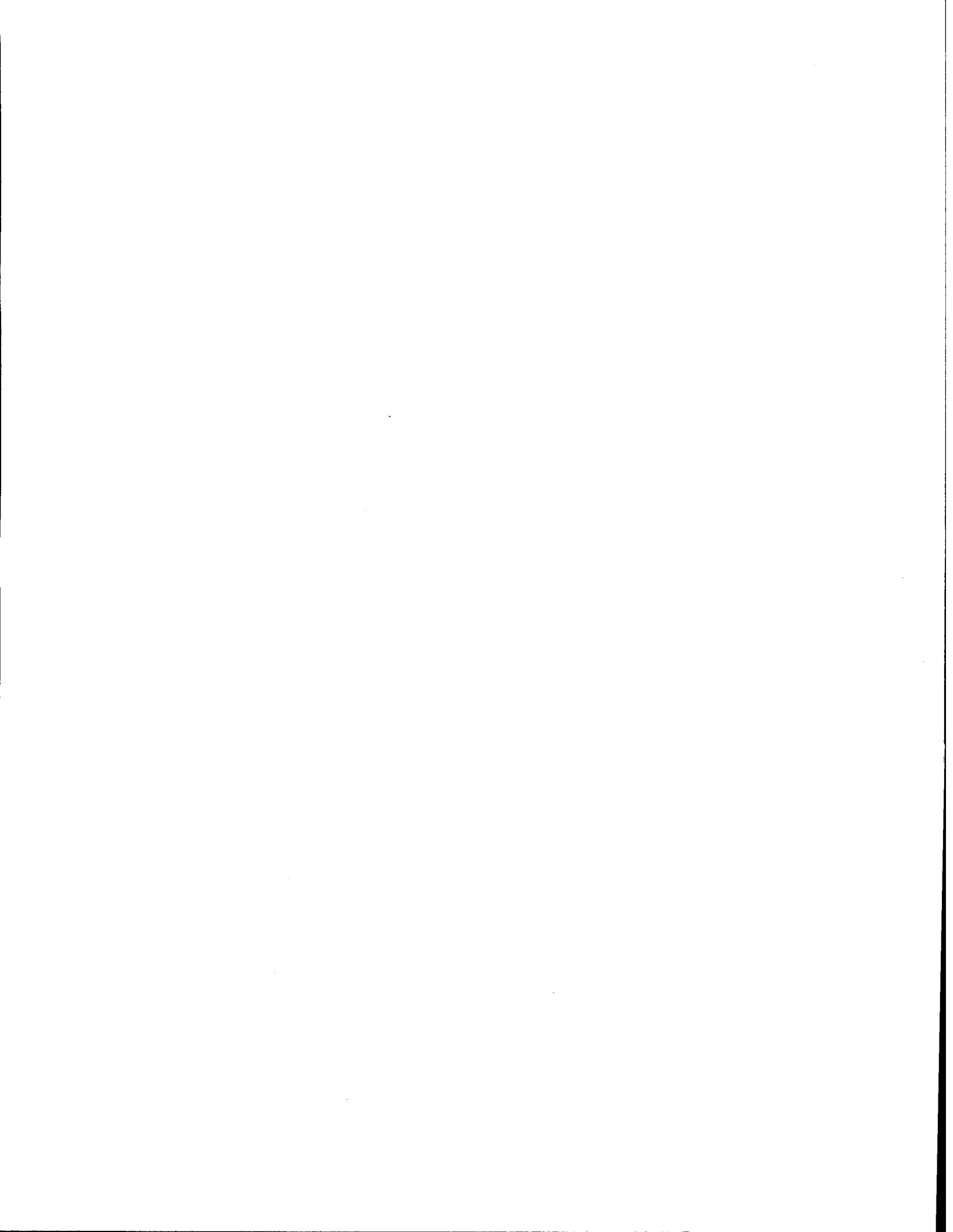
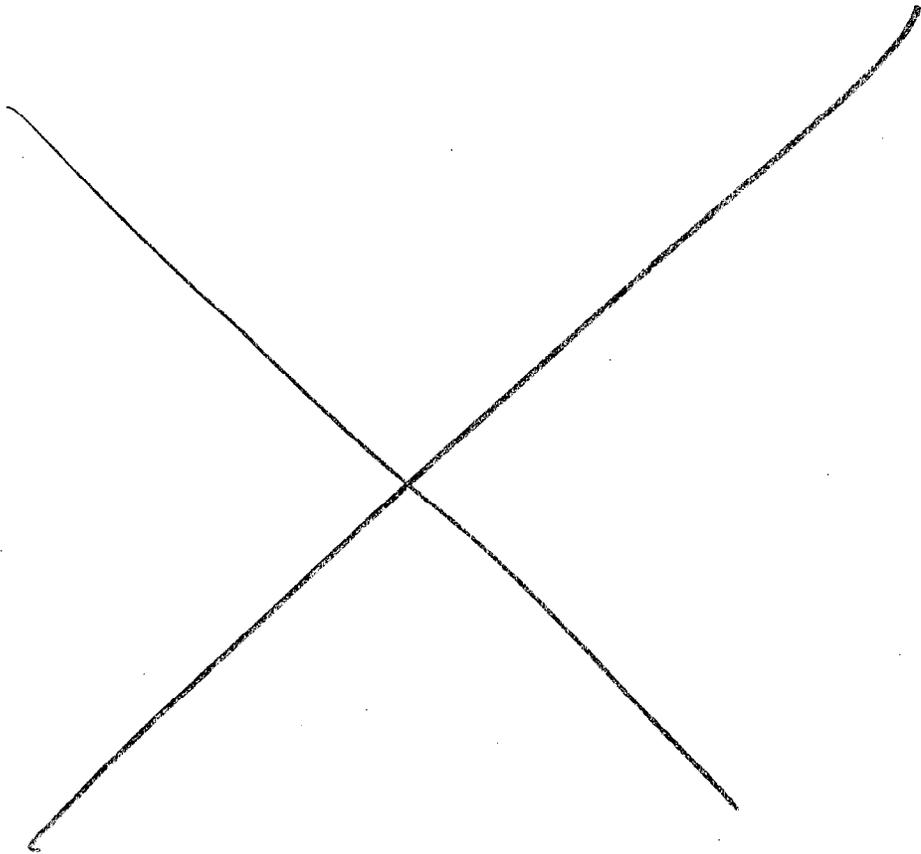
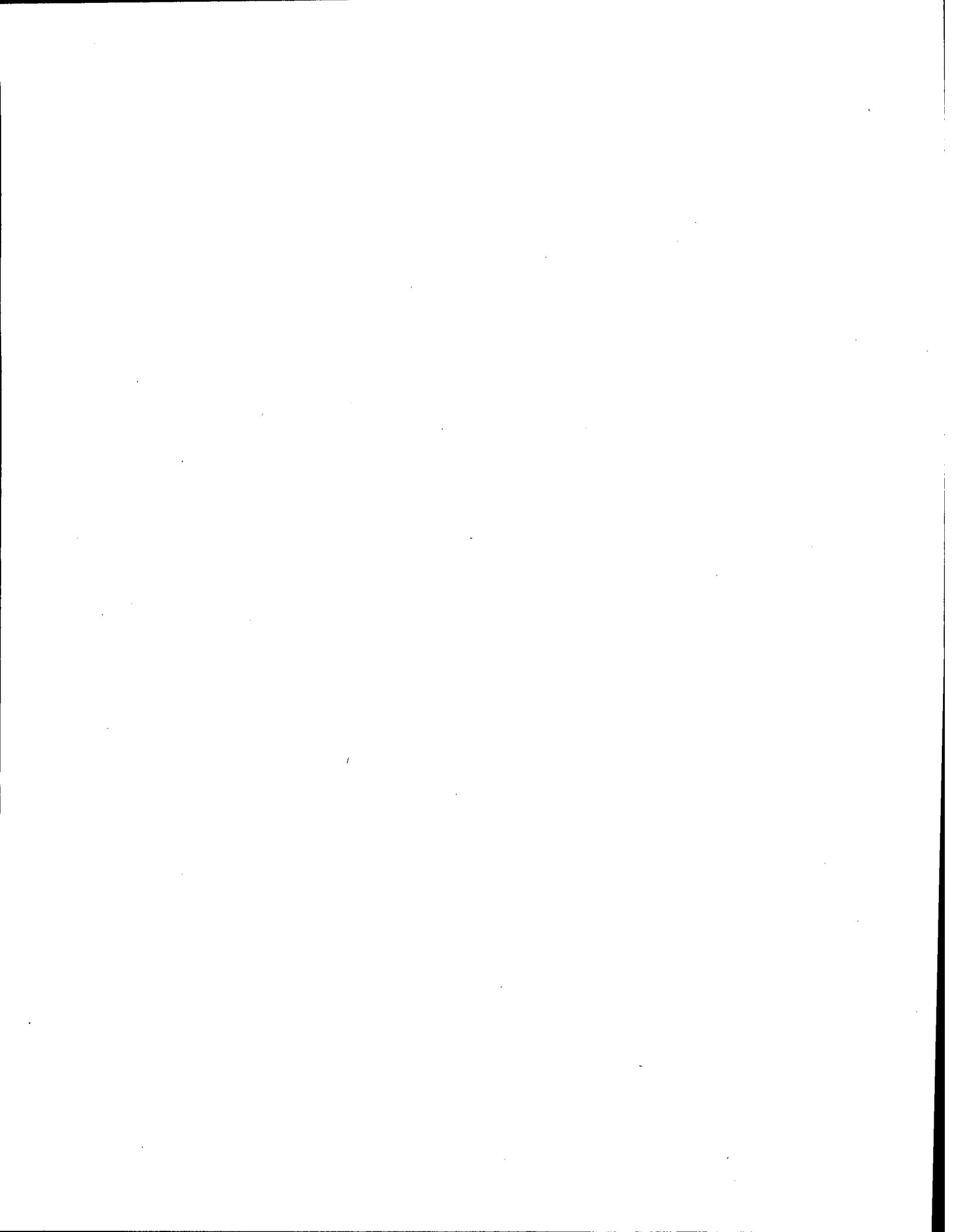


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Section I - Financial Institutions Information Security Protection Policy

Introduction

This section contains a general description of the terms and conditions of the new Financial Institutions Information Security Protection Policy (EC 00 11 11 09).

Description Of The Policy

Below is a general description of each section of the Financial Institutions Information Security Protection Policy.

Section I – Insuring Agreements

The Financial Institutions Information Security Protection Policy consists of eight separate insuring agreements:

- 1. Web Site Publishing Liability

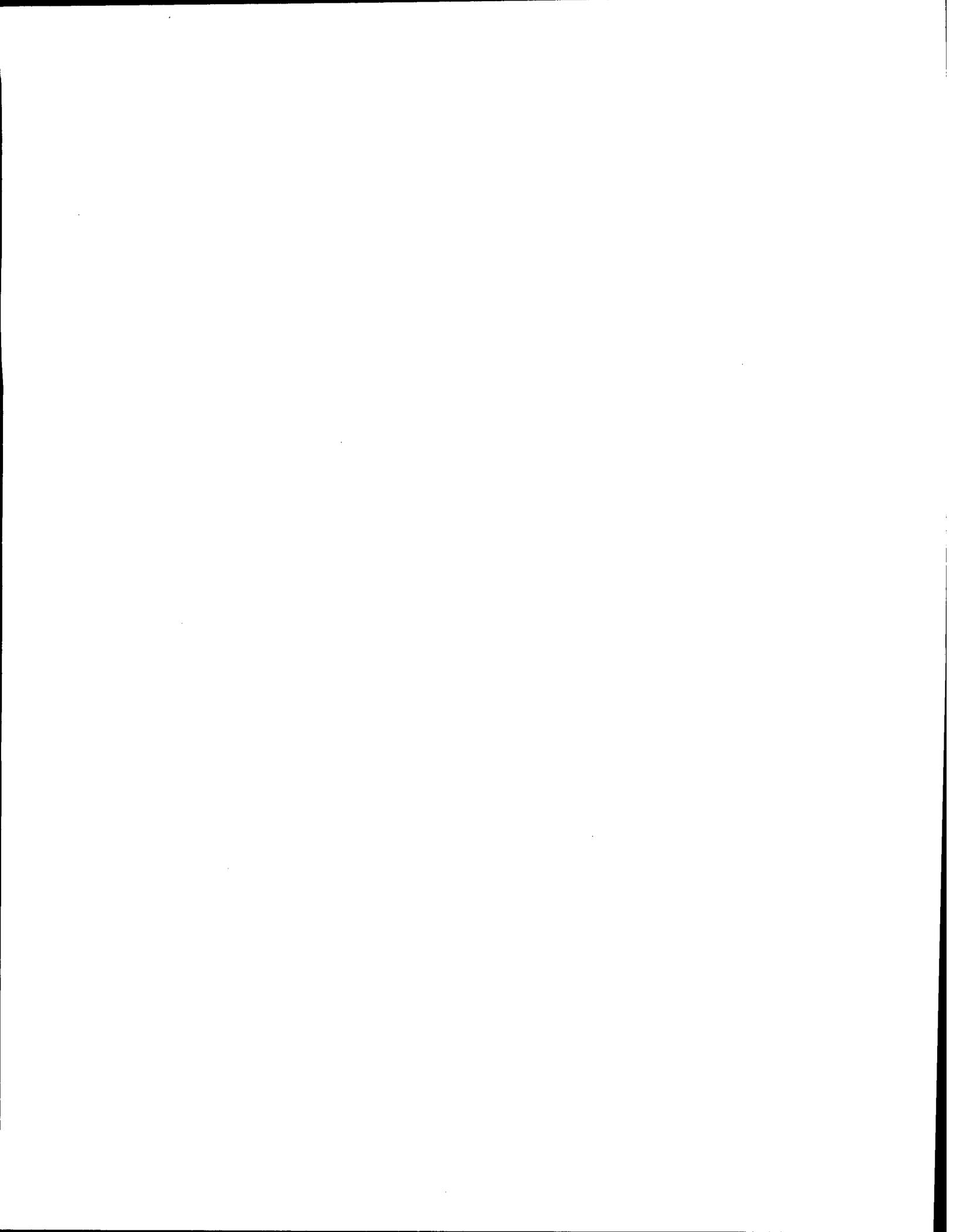
This Insuring Agreement provides coverage for loss that the insured becomes legally obligated to pay as a result of its wrongful acts. Wrongful act, as it pertains to this Insuring Agreement, is defined to include any actual or alleged error, misstatement or misleading statement posted or published by an insured on its web site that results in an infringement of another's copyright, trademark, trade dress, service mark or defamation; or violation of a person's right of privacy.

Claims must first be made and reported by the insured during the policy period or during the applicable extended reporting period. The company has the duty to defend the insured against covered claims. Defense expenses, a defined term in the policy, are treated as part of the loss and, therefore, will reduce the limit of insurance.

- 2. Security Breach Liability

This Insuring Agreement provides coverage for loss that the insured becomes legally obligated to pay as a result of its wrongful acts. Wrongful act, as it pertains to this Insuring Agreement, is defined to include any actual or alleged neglect, breach of duty or omission by an insured that results in a security breach, a defined term in the policy, or the inadvertent transmission of a computer virus to a third party.

Claims must first be made and reported by the insured during the policy period or during the applicable extended reporting period. The company has the duty to defend the insured against covered claims. Defense



expenses, a defined term in the policy, are treated as part of the loss and, therefore, will reduce the limit of insurance.

■ 3. Programming Errors And Omissions Liability

This Insuring Agreement provides coverage for loss that the insured becomes legally obligated to pay as a result of its wrongful acts. Wrongful act, a defined term in the policy, as it pertains to this Insuring Agreement, is to include any actual or alleged programming error or omission that results in the disclosure of an insured's client's personal information held within the computer system.

Claims must first be made and reported by the insured during the policy period or during the applicable extended reporting period. The company has the duty to defend the insured against covered claims. Defense expenses are treated as part of the loss and, therefore, will reduce the limit of insurance.

■ 4. Replacement Or Restoration Of Electronic Data

This Insuring Agreement provides coverage for the cost to replace or restore electronic data or computer programs stored within the computer system that are damaged or destroyed as a direct result of an e-commerce incident. E-commerce incident is defined to mean a virus, malicious code or denial of service attack introduced into or enacted upon a computer system.

■ 5. Extortion Threats

This Insuring Agreement provides coverage for the reimbursement of extortion expenses or ransom payments incurred as a direct result of an extortion threat. Extortion threat is defined to include threats to introduce a virus, malicious code or denial of service attack, divulging proprietary information, destroying or corrupting the computer system, inflicting ransomware or publishing a client's personal information.

■ 6. Business Income And Extra Expense

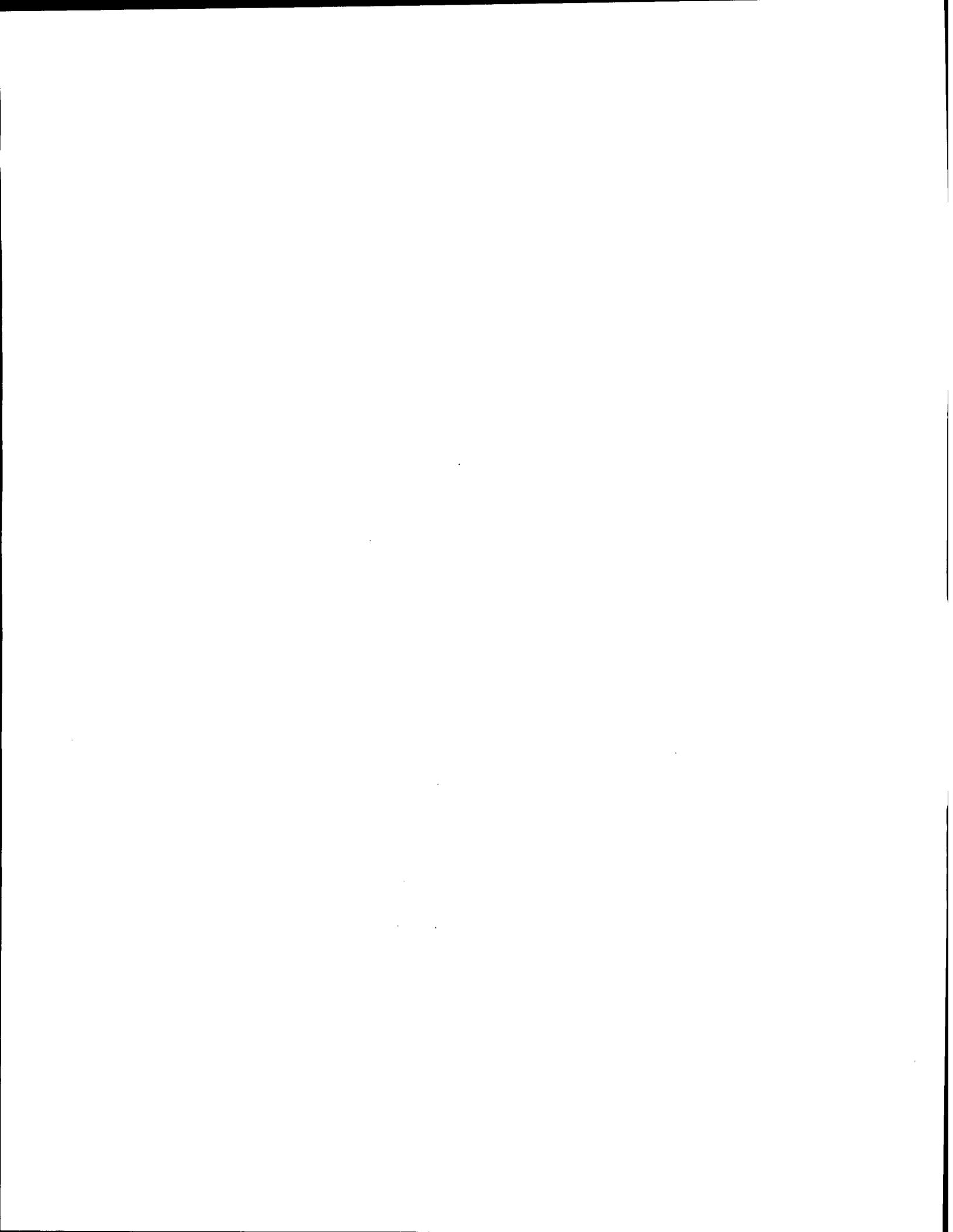
This Insuring Agreement provides coverage for the actual loss of business income and/or extra expenses incurred by the insured as a direct result of an e-commerce incident or extortion threat.

■ 7. Public Relations Expense

This Insuring Agreement provides coverage for reasonable expenses incurred by the insured to protect or restore its reputation in response to negative publicity resulting from an e-commerce incident or security breach.

■ 8. Security Breach Expense

This Insuring Agreement provides coverage for reasonable expenses incurred by the insured as a result of a security breach including, but not



limited to, costs to notify all affected parties of the breach, costs to operate a call-center and post event credit monitoring costs for victims of a security breach.

Section II – Limits Of Insurance

There are two parts to this provision.

- Policy Aggregate Limit Of Insurance

The most the company will pay for all loss, and defense expenses, covered under the policy is the Policy Aggregate Limit Of Insurance. The Policy Aggregate Limit Of Insurance is reduced by the amount of any payment made under the terms of the policy. Upon exhaustion of the Policy Aggregate Limit Of Insurance, the company has no further obligations or liability of any kind under this policy.

- Insuring Agreement Aggregate Limit Of Insurance

Subject to the Policy Aggregate Limit Of Insurance, the most the company will pay for all loss, and defense expenses if covered, under each insuring agreement is limited as follows:

- ◇ The Insuring Agreement Aggregate Limit Of Insurance is reduced by the amount of any payment for loss and defense expenses, if covered.
- ◇ Upon exhaustion of the Insuring Agreement Aggregate Limit Of Insurance, the company has no further obligations or liability of any kind under that Insuring Agreement.

Section III – Deductible

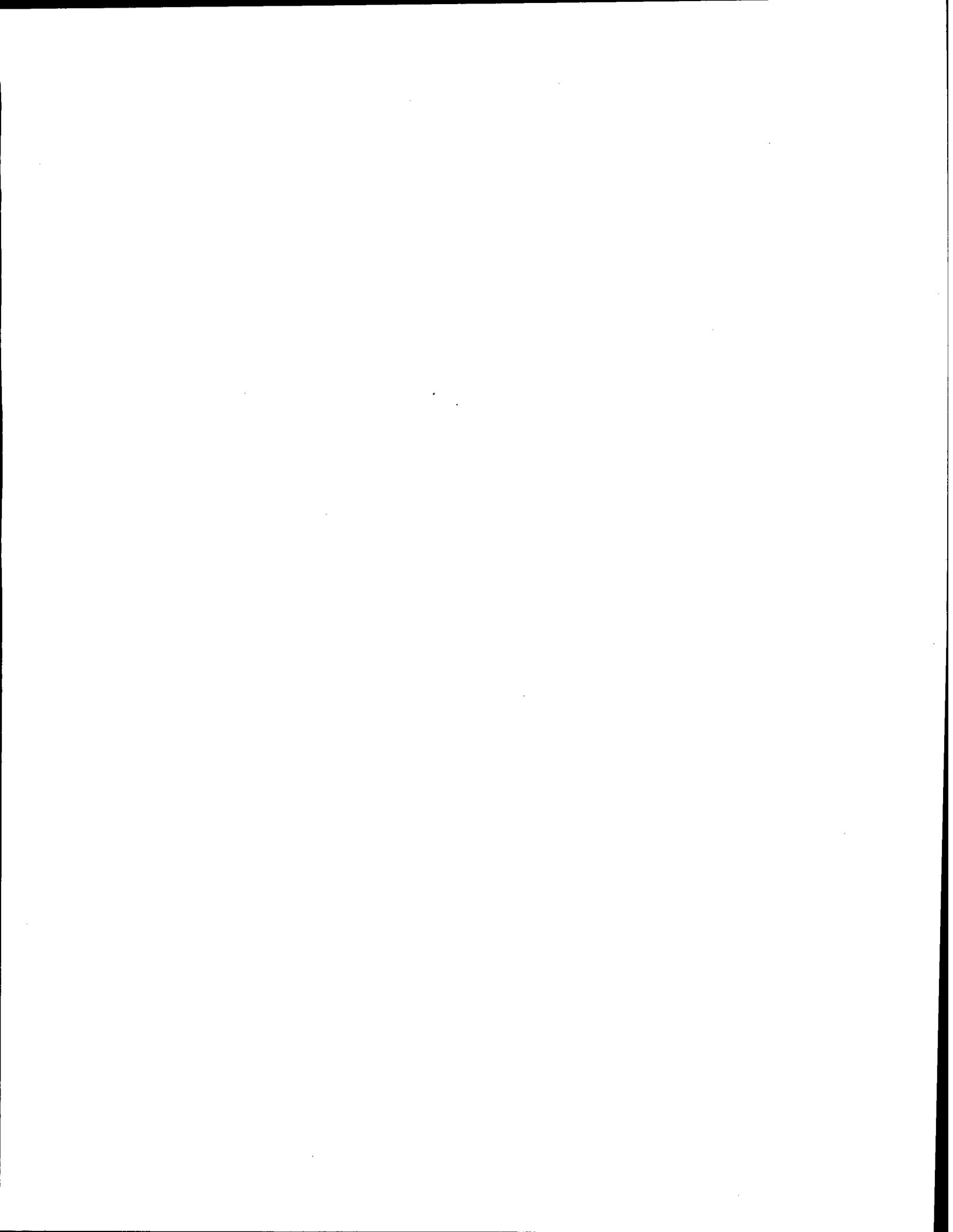
Each of the insuring agreements is subject to its own deductible.

Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability, and 3. Programming Errors And Omissions Liability, the company will only pay the amount of loss and defense expenses which are in excess of the applicable Deductible Amount.

Under Insuring Agreements 4. Replacement Or Restoration Of Electronic Data, 5. Extortion Threats, 7. Public Relations Expense and 8. Security Breach Expense, the company will only pay the amount of loss which is in excess of the Deductible Amount.

Insuring Agreement 6. Business Income And Extra Expense, provides for both a monetary Deductible Amount and a Waiting Period Deductible. In the event of a loss under Insuring Agreement 6., the insurer will pay for loss which exceeds the greater of the monetary Deductible Amount or the amount of loss incurred by the insured during the Waiting Period.

If a loss is covered under more than one insuring agreement, only the highest Deductible Amount applicable to that covered loss, as shown in the Declarations, shall be applied.



Section IV – Defense And Settlement

Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability only, the company has the right and duty to defend the insured against any claim. However, there is no duty to defend the insured against claims in which these insuring agreements do not provide coverage.

The consent to settle provision states that if the insured does not consent to a settlement recommended by the company, the company will not pay more than the amount the claim (plus defense expenses) could have been settled for on the date that the company tendered the proposal in writing to the insured.

Section V – Exclusions

Exclusion 1. excludes coverage for claims arising out of acts of nature.

Exclusion 2. excludes coverage for claims arising out of war or civil unrest.

Exclusion 3. excludes coverage for claims arising out of poisonous, biological or chemical materials, nuclear radiation and radioactive contamination.

Exclusion 4. excludes coverage for claims arising out of bodily injury or physical damage to or destruction of tangible property.

Exclusion 5. excludes coverage for claims arising out of an unexplained computer system failure.

Exclusion 6. excludes coverage for claims arising out of an interruption of normal computer function or service due to insufficient capacity to process transactions or due to an overload of activity. However, this exclusion does not apply to an interruption caused by an e-commerce incident.

Exclusion 7. excludes coverage for claims arising out of a complete or substantial failure or shutdown of the Internet, regardless of the cause.

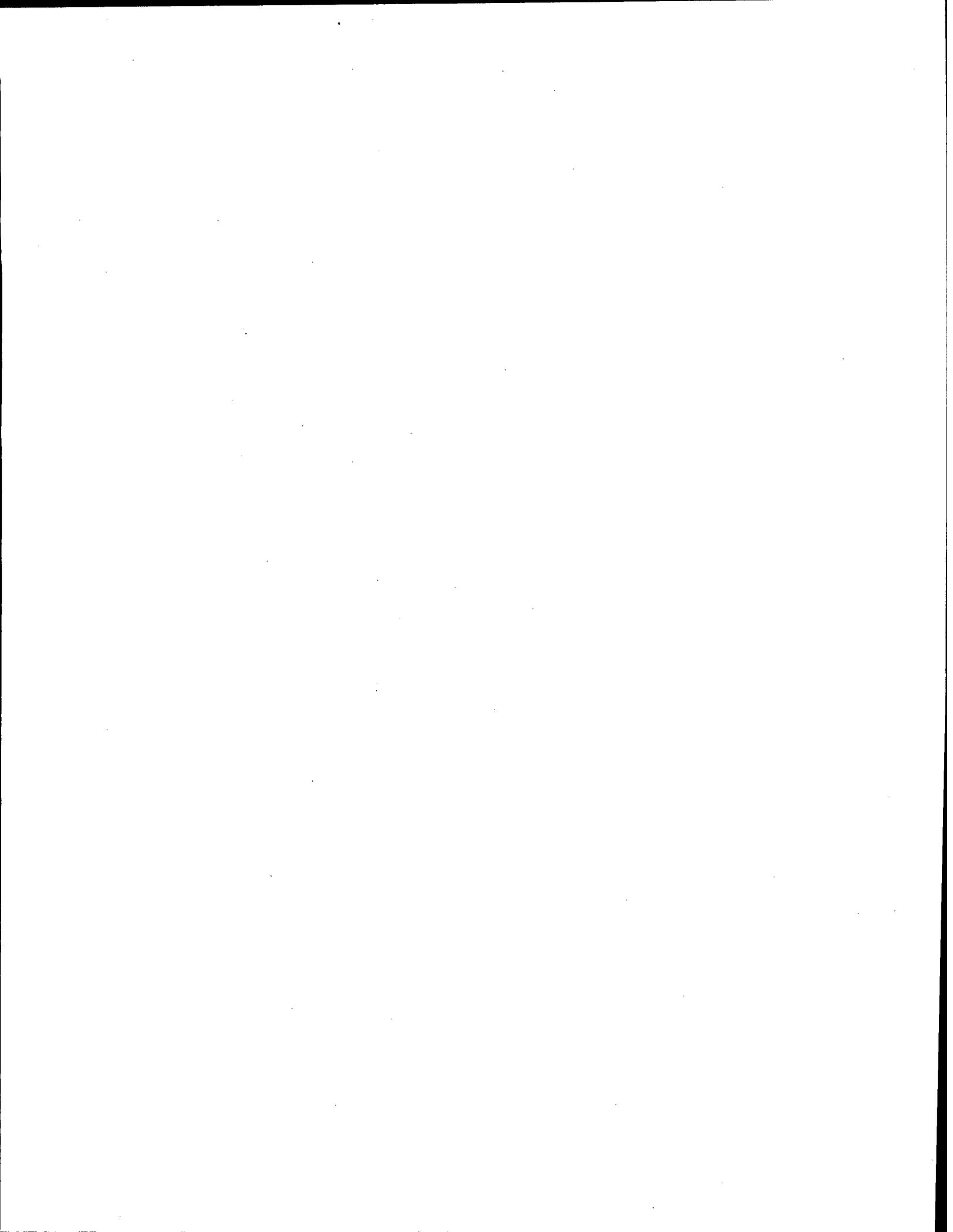
Exclusion 8. excludes coverage for claims arising out of the failure, reduction in or surge of power.

Exclusion 9. excludes coverage for claims arising out of any actual or alleged violation of the Racketeer Influenced And Corrupt Organizations Act (RICO).

Exclusion 10. excludes coverage for claims arising out of the malfunction or failure of any satellite.

Exclusion 11. excludes coverage for claims arising out of any injury caused by the insured or at the insured's direction with the knowledge that the act would violate the rights of another.

Exclusion 12. excludes coverage for claims arising out of the oral or written publication of material by the insured if done with the knowledge of its falsity.



Exclusion 13. excludes coverage for claims arising out of liability expressly assumed by the insured under a contract or agreement. However, this exclusion does not apply to liability that the insured would have in the absence of such contract or agreement.

Exclusion 14. excludes coverage for claims arising out of any actual or alleged violation by the insured of another's trade secret or patent rights.

Exclusion 15. excludes coverage for claims alleging physical damage from or clean-up costs associated with pollution accidents.

Exclusion 16. excludes coverage for claims arising out of any pending or prior claim, suit or other proceeding.

Exclusion 17. excludes coverage for claims arising out of the insured's employment practices.

Exclusion 18. excludes coverage for claims arising out of wrongful acts or interrelated wrongful acts that occurred before the Retroactive Date, if any.

Exclusion 19. excludes coverage for claims reported under any prior policy to which this policy is a renewal or replacement.

Exclusion 20. excludes coverage for claims arising out of any criminal, dishonest, malicious or fraudulent act or willful violation of a statute or regulation by any insured. However, with the exception of claims excluded under Exclusion 14., the policy will provide a defense against claims first made against an insured alleging such acts or violations until final adjudication is rendered against that insured or until that insured intends to plead guilty or no contest. Final adjudication rendered against one insured shall not be imputed to any other insured.

Exclusion 21. excludes coverage for claims arising out of the costs or other expenses and expenses incurred in establishing the amount or existence of a loss.

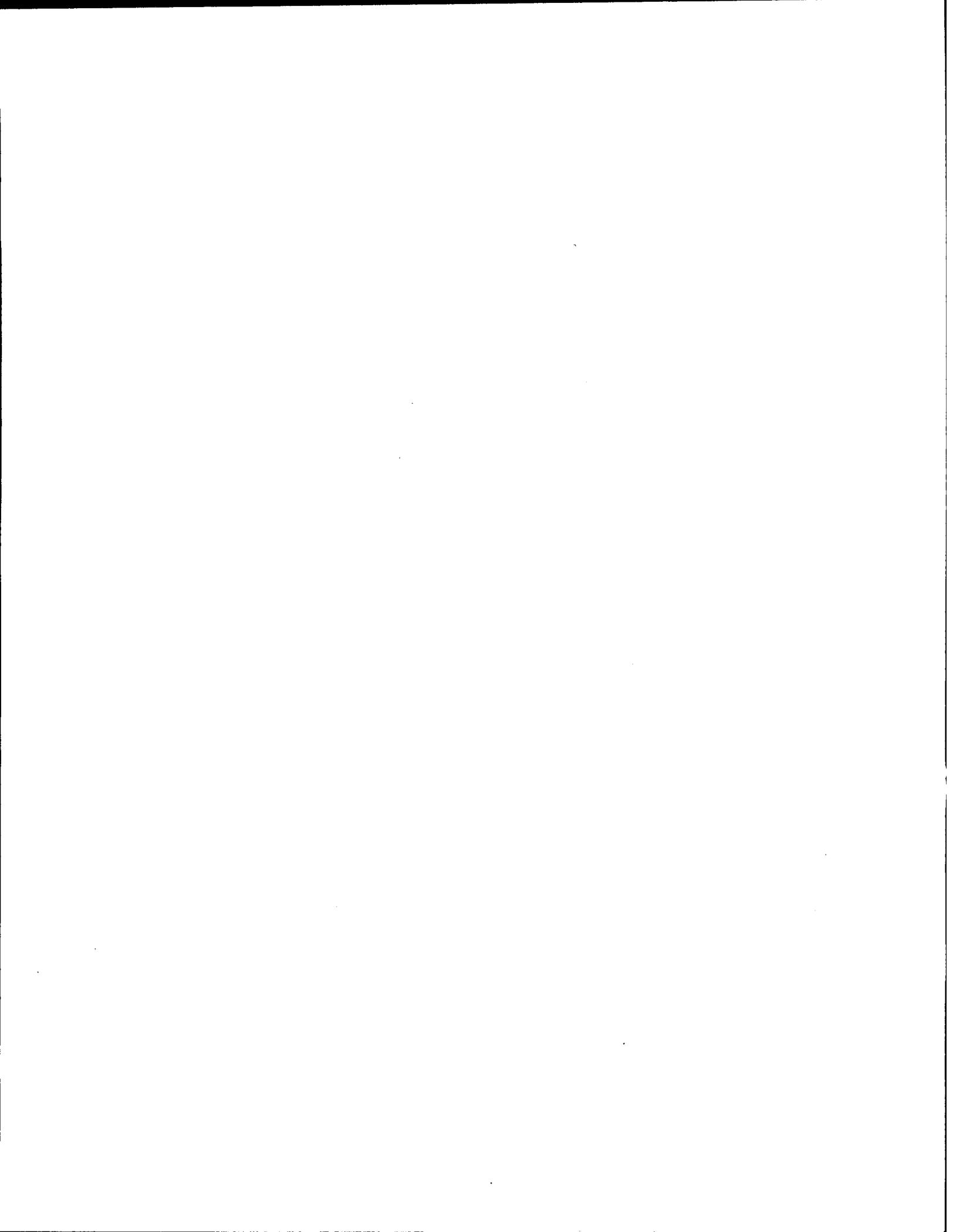
Exclusion 22. excludes coverage for claims arising out of any action by a governmental authority, including the seizure or destruction of property. However, this exclusion does not apply where the governmental authority is acting solely in its capacity as a customer of the insured.

Exclusion 23. excludes coverage for claims arising out of any action by governmental or quasi-governmental authority or regulatory agency.

Exclusion 24. excludes coverage for loss arising out of costs associated with upgrading or improving the computer system.

Exclusion 25. excludes coverage for claims by one insured against another insured.

Exclusion 26. excludes coverage for loss arising out of unintentional errors or omissions in the entry of electronic data into the computer system.

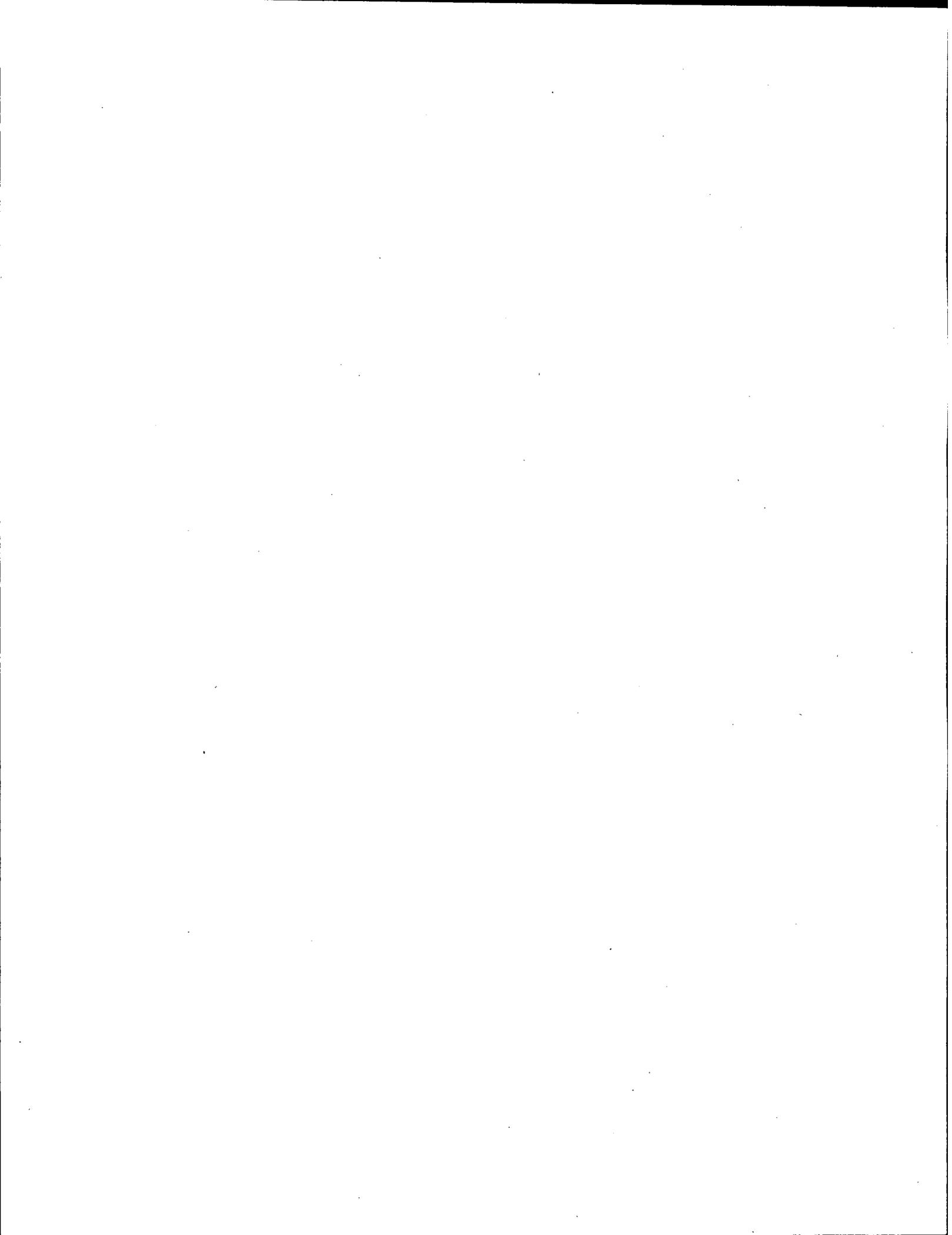


Section VI – Conditions

1. Cancellation - The policy may be canceled by the first named insured shown in the Declarations by providing advanced written notice of cancellation to the company.

The company may cancel the policy by providing the first named insured written notice of cancellation at least:

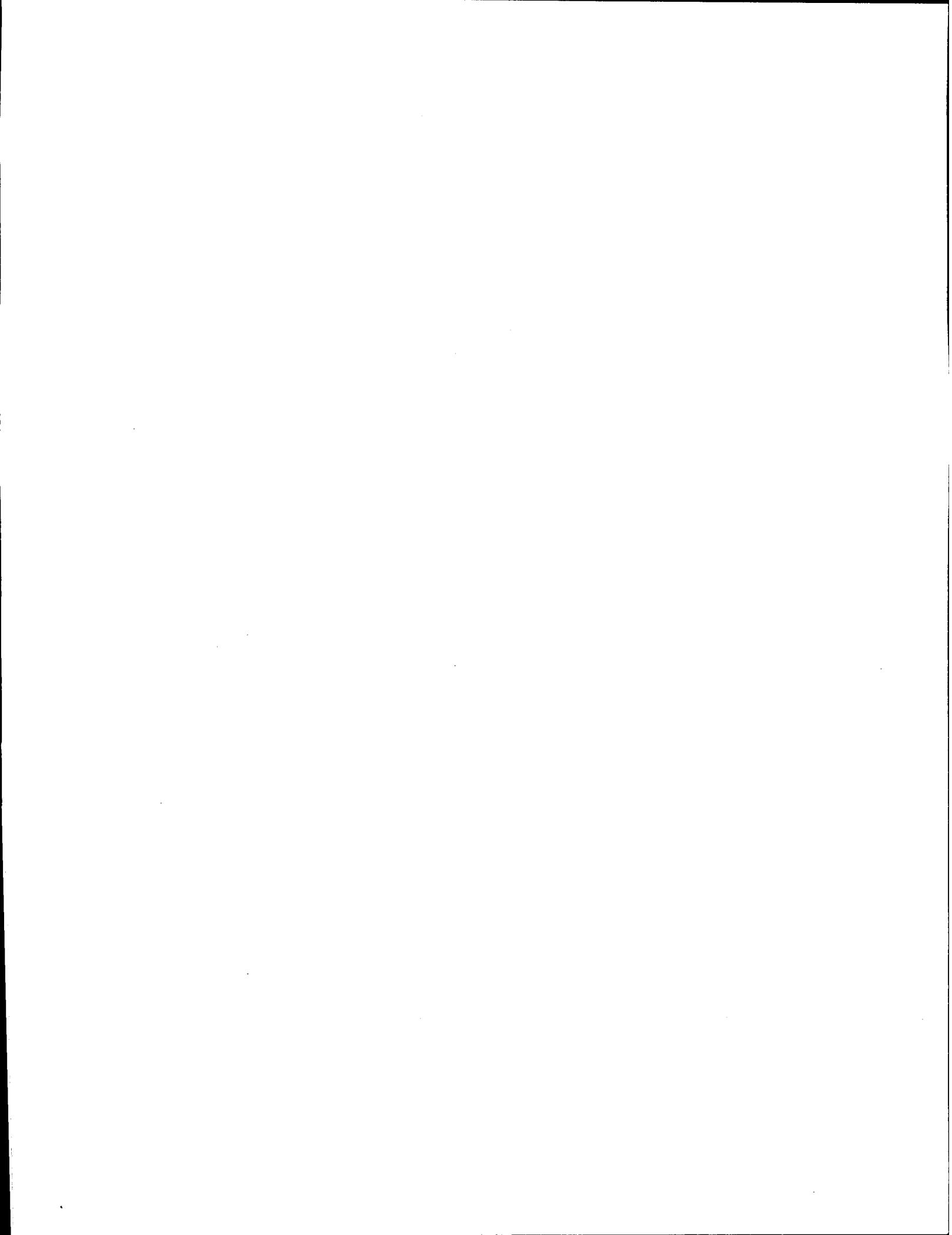
- 10 days before the effective date of the cancellation if the company cancels due to nonpayment of premium or 30 days before the effective date of the cancellation if the company cancels for any other reason.
 - The company will mail or deliver the notice to the first named insured's last mailing address known to the company.
 - The notice of cancellation will state the effective date of the cancellation and the policy period will end on that date.
 - If the policy is canceled by the company, the company will send the first named insured a prorated premium refund, if applicable. However, if the policy is canceled by the insured, the refund may be less than pro rata. The cancellation will be effective even if the company has not made or offered a refund.
 - If notice is mailed, proof of mailing will be sufficient proof of notice.
2. Changes - The first named insured shown in the Declarations is authorized to make changes in the terms of the policy with the company's consent. The policy's terms can be amended or waived only by endorsement issued by the company and made a part of the policy.
 3. Examination Of Your Books And Records - The insured's books and records relating to the policy may be examined and audited by the company at any time during the policy period and up to three years afterward.
 4. Inspections And Surveys - The company has the right to make inspections and surveys at any time, provide the insured with reports on the conditions found and recommend changes. However, the company is not obligated to do so.
 5. Premiums - The first Named insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
 6. Transfer Of Your Rights And Duties Under This Policy - The insured's rights and duties under the policy may not be transferred without the company's written consent.



7. Subrogation - In the event of any payment under the policy, the company is subrogated to the extent of the payment to the insured and/or the insured's right of recovery. In order for the company to bring suit under the insured's name, the insured needs to execute all papers required and do everything necessary to secure and preserve such rights.

Any recoveries, less the cost of obtaining them, will be distributed as follows:

- First, to the insured until the insured is reimbursed for any loss sustained that exceeds the sum of the applicable Aggregate Limit Of Insurance and the Deductible Amount, if any;
 - Second, to the company until the company is reimbursed for the payment made under the policy;
 - Third, to the insured until the insured is reimbursed for the part of the payment equal to the Deductible Amount if any.
8. Bankruptcy - The company's obligations under the policy do not terminate if the insured declares bankruptcy. However, this condition does not apply to any financial institution which is not subject to bankruptcy law.
9. Representations - The company relies on all the information given by the insured to be true, accurate and complete and this reliance is the basis for issuing the policy. Any misrepresentation of any material fact may be grounds for the rescission of the policy.
10. Changes In Exposure:
- Acquisition Or Creation Of Another Institution - If before or during the policy period, the insured acquires securities or voting rights in another institution or creates a new institution which becomes a subsidiary, or the insured acquires any institution through merger or consolidation, then such institution will be covered under the policy, but only with respect to wrongful acts or loss which occurred after the effective date of such acquisition or creation, provided:
 - ◇ The insured gives the company written notice of the acquisition or creation of within 90 days after the effective date of such action;
 - ◇ The insured obtains the company's consent to extend the coverage provided by the policy to such institution; and
 - ◇ Upon obtaining such consent, the insured pays the company an additional premium.



- Acquisition Of Named Insured - If the named insured merges into or consolidates with another institution or is acquired, the coverage under the policy will continue until the end of the policy period, but only with respect to claims arising out of wrongful acts which occur prior to the effective date of the merger, consolidation or acquisition. Once a merger, consolidation or acquisition of the named insured occurs, the full annual premium for the policy period will be deemed fully earned. The named insured is required to give written notice of the merger, consolidation or acquisition as soon as practicable together with information the company may reasonably require.
 - Cessation Of Subsidiaries - If before or during the policy period an institution ceases to be a subsidiary, the coverage afforded under this policy for the subsidiary will continue until the end of the policy period but only with respect to claims arising out of wrongful acts or losses which occur prior to the date the institution ceased to be a subsidiary.
 - Official Appointments - If during the policy period the appointment of a receiver, conservator, trustee, liquidator or rehabilitator or any similar official, for or with respect to the named insured occurs, the coverage under the policy will continue until the end of the policy period but only with respect to claims arising out of wrongful acts or loss committed before such appointment. Once the appointment of a receiver, conservator, trustee, liquidator or rehabilitator or any similar official occurs, the full annual premium for the policy period will immediately be deemed fully earned.
11. Other Insurance - If a covered claim or loss is covered by another valid policy, then this policy will only apply in excess of the amount of any deductible, retention and limit of insurance under the other policy whether the other policy is stated to be primary, contributory, excess, contingent or otherwise, unless the other policy is written specifically in excess of this policy by reference in the other policy to this policy's policy number.

When this policy is written as excess, the company will have no duty under Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability to defend the insured against any suit if another insurer has a duty to defend the insured against the suit. If no other insurer defends, the company will undertake to do so, however, the company will be entitled to the insured's rights against all those other insurers.

12. Legal Action Against Us - No person or organization has the right to join the company as a party or otherwise bring the company into a suit requesting damages from the insured or to sue the company under the policy unless all of its terms have been fully complied with. The company may be sued in order to recover on an agreed settlement or on a final judgment against an insured, however the company is not liable for damages that are not payable under Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability, or that are in excess of the applicable Aggregate Limit Of Insurance.

The insured may not bring any legal action against the company involving loss:

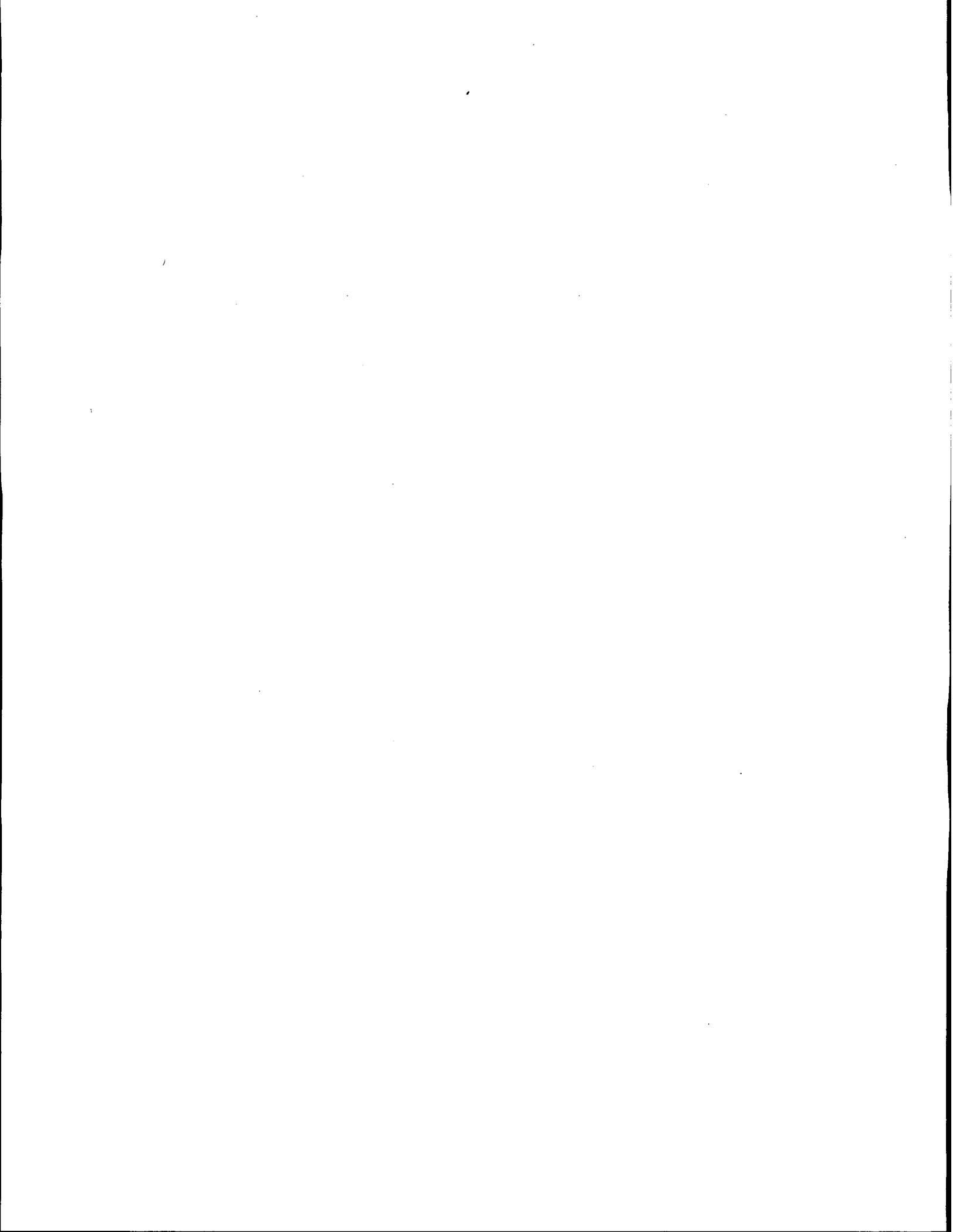
- Unless the insured has complied with all the terms of the policy;
- Until 90 days after the insured has filed proof of loss with the company; and
- Unless brought within two years from the date the insured reported the loss to the company.

If any limitation is prohibited by law, the limitation will be amended so as to equal the minimum period of limitation provided by such a law.

13. Separation Of Insureds - Except with respect to the applicable Aggregate Limit of Insurance and any rights or duties specifically assigned in Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors and Omissions Liability to the first named insured, the policy applies separately to each insured against whom claim is made.

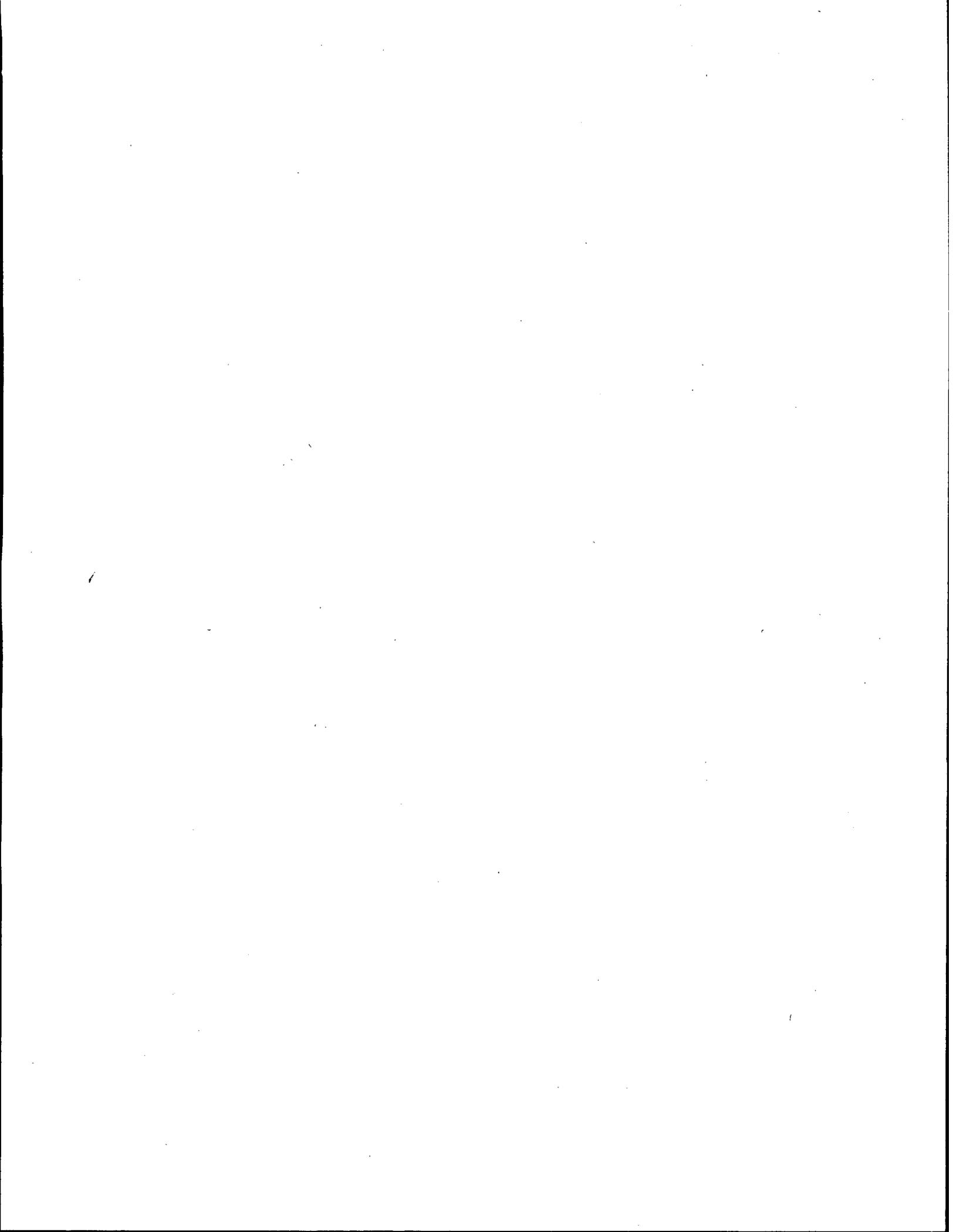
14. Duties In The Event Of Claim Or Loss - The insured must notify the company in writing as soon as practicable but not to exceed 30 days and cooperate with the company in the investigation and settlement of a claim or loss. Additionally:

- Under Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors and Omissions Liability, the insured must:
 - ◇ Immediately record the specifics of the claim and the date received;
 - ◇ Immediately send the company copies of any demands, notices, summonses or legal papers received in connection with the claim;
 - ◇ Authorize the company to obtain records and other information; and
 - ◇ Upon the company's request, assist in the enforcement of any right against any person or organization which may be liable to the insured because of an occurrence or offense to which the policy may apply.



The insured will not, except at its own cost, voluntarily make a payment, assume any obligations or incur any expenses without the company's consent. A claim by a person or organization will be considered to have been made when the insured receives the claim.

- Under Insuring Agreements 4. Replacement Or Restoration Of Electronic Data and 5. Extortion Threats, the insured must:
 - ◇ Notify local law enforcement officials;
 - ◇ Submit to examination under oath at the company's request and give a signed statement of its answers;
 - ◇ Give to company a detailed, sworn proof of loss within 120 days; and
 - ◇ Additionally, under Insuring Agreement 5. Extortion Threats, determine that the extortion threat actually occurred; make every reasonable effort to immediately notify an associate and the security firm, if any, before making any ransom payment based on the extortion threat; and approve any ransom payment based upon an extortion threat.
- 15. Valuation – Settlement - All premiums, Aggregate Limits Of Insurance, Deductible Amounts, loss and any other monetary amounts under the policy are expressed and payable in the currency of the United States of America. If money is paid out in a currency other than United States of America dollars than payment will be determined by the rate of exchange published in the Wall Street Journal on the day the final judgment is entered, a settlement amount is agreed to or the component of loss is due.
 - With respect to loss under Insuring Agreement 6. Business Income And Extra Expense, the amount of business income will be determined based on consideration of the following:
 - ◇ The net income generated from the insured's e-commerce activities before the interruption occurred;
 - ◇ The likely net income generated by the insured's e-commerce activities if no interruption had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the e-commerce incident on customers or on other businesses;
 - ◇ The operating expenses, including payroll, necessary to resume the insured's e-commerce activities with the same quality of service that existed prior to the interruption; and
 - ◇ Other relevant sources of information, including the insured's financial records and accounting procedures, bills, invoices and other vouchers, and debts, liens and other contracts.



However, the amount of business income will be reduced to the extent that the reduction in the volume of business from the affected e-commerce activities is offset by an increase in the volume of business from other channels of commerce such as via telephone, mail or other sources.

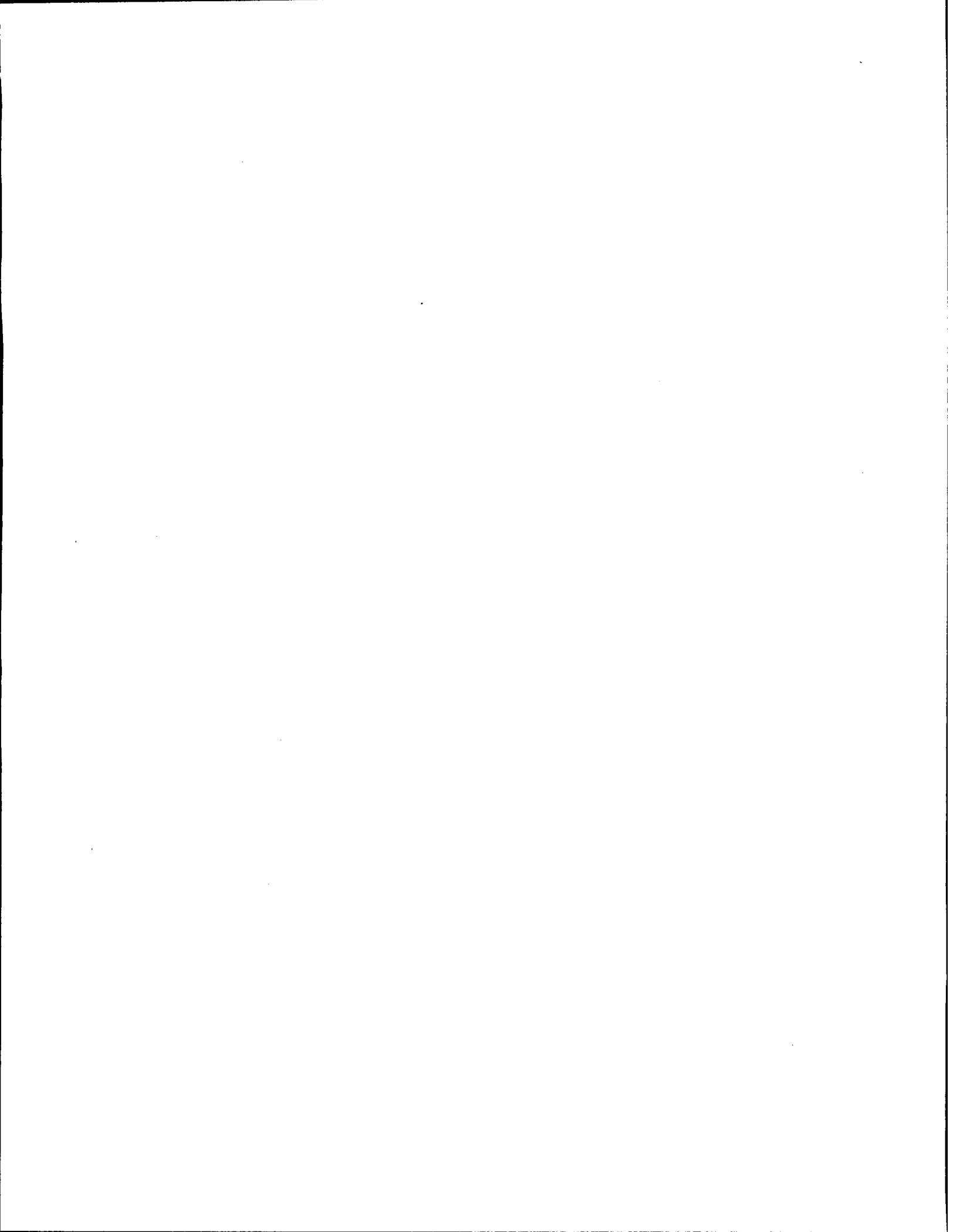
- The amount of extra expense will be determined based on:
 - ◇ Necessary expenses that exceed the normal operating expenses that would have been incurred in the course of the insured's e-commerce activities during the period of coverage if no interruption had occurred. The company will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the period of coverage, once the insured's e-commerce activities have resumed; and
 - ◇ Necessary expenses that reduce the business income loss that otherwise would have been incurred during the period of coverage.

16. Extended Reporting Periods - The provisions included in this condition apply only to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.

- Basic Extended Reporting Period - The policy automatically provides a Basic Extended Reporting Period at no additional charge. The Basic Extended Reporting Period starts once the policy period ends and lasts for 30 days. The company will consider a claim as being received during the policy period, if it is first made and reported by the insured within the 30 day period. However, the 30 day period does not apply to claims that are covered by any subsequent insurance purchased by the insured or that would be covered but for exhaustion of the Aggregate Limit Of Insurance applicable to such claims.
- Supplemental Extended Reporting Period - If the policy is canceled or not renewed by the company, a Supplemental Extended Reporting Period is available to the insured but only by endorsement and for an additional charge. The Supplemental Extended Reporting Period is available unless:
 - ◇ The company cancels the policy for non-payment of premium; or
 - ◇ The insured fails to pay any amount owed to the company.

In order for the company to provide the insured with a Supplemental Extended Reporting Period, the insured must give the company a written request for the Supplemental Reporting Period along with the full premium of the amount due for the endorsement within 30 days after the end of the policy period.

The Supplemental Reporting Period cannot be canceled once it is in effect. The premium paid for the Supplemental Reporting Period

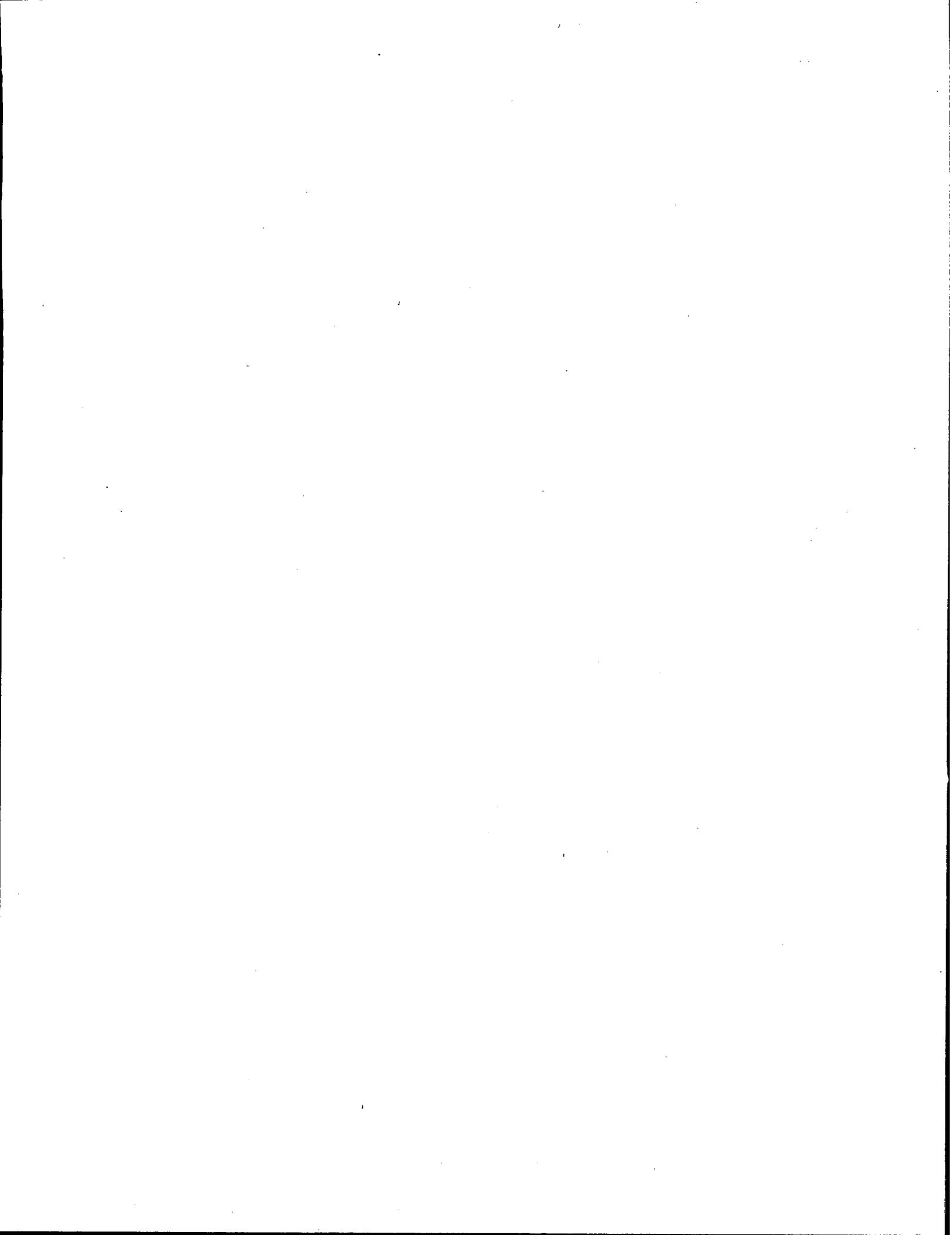


endorsement is considered to be fully earned as of the date it is purchased.

- The Basic Extended Reporting Period and the Supplemental Extended Reporting Period do not extend the policy period or change the type of coverage provided by the policy. They only apply to claims to which the following applies:
 - ◇ The claim is first made and reported during the respective extended reporting period.
 - ◇ The claim arose out of a wrongful act or the first of a series of interrelated wrongful acts which occurred on or after the retroactive date, if any, shown in the Declarations, and before the end of the policy period.
 - There is no separate or additional Aggregate Limit Of Insurance for the Basic Extended Reporting Period or the Supplemental Extended Reporting Period. The limit of insurance available during both extended reporting periods will be the remaining amount if any of the Aggregate Limit Of Insurance of the respective Insuring Agreement at the time the policy was canceled or non-renewed.
 - The provisions of the Basic Extended Reporting Period and the Supplemental Extended Reporting Period do not extend to any federal or state official or agency, or to any receiver, conservator, trustee, rehabilitator or liquidator acting or appointed to take over the insured's business for the operation or for the liquidation thereof or for any other purpose.
17. Confidentiality - Under Insuring Agreement 5. Extortion Threats, the insured must make every reasonable effort not to disclose the existence of this coverage.
18. Territory - The policy covers wrongful acts which occur anywhere in the world. However, suits must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.

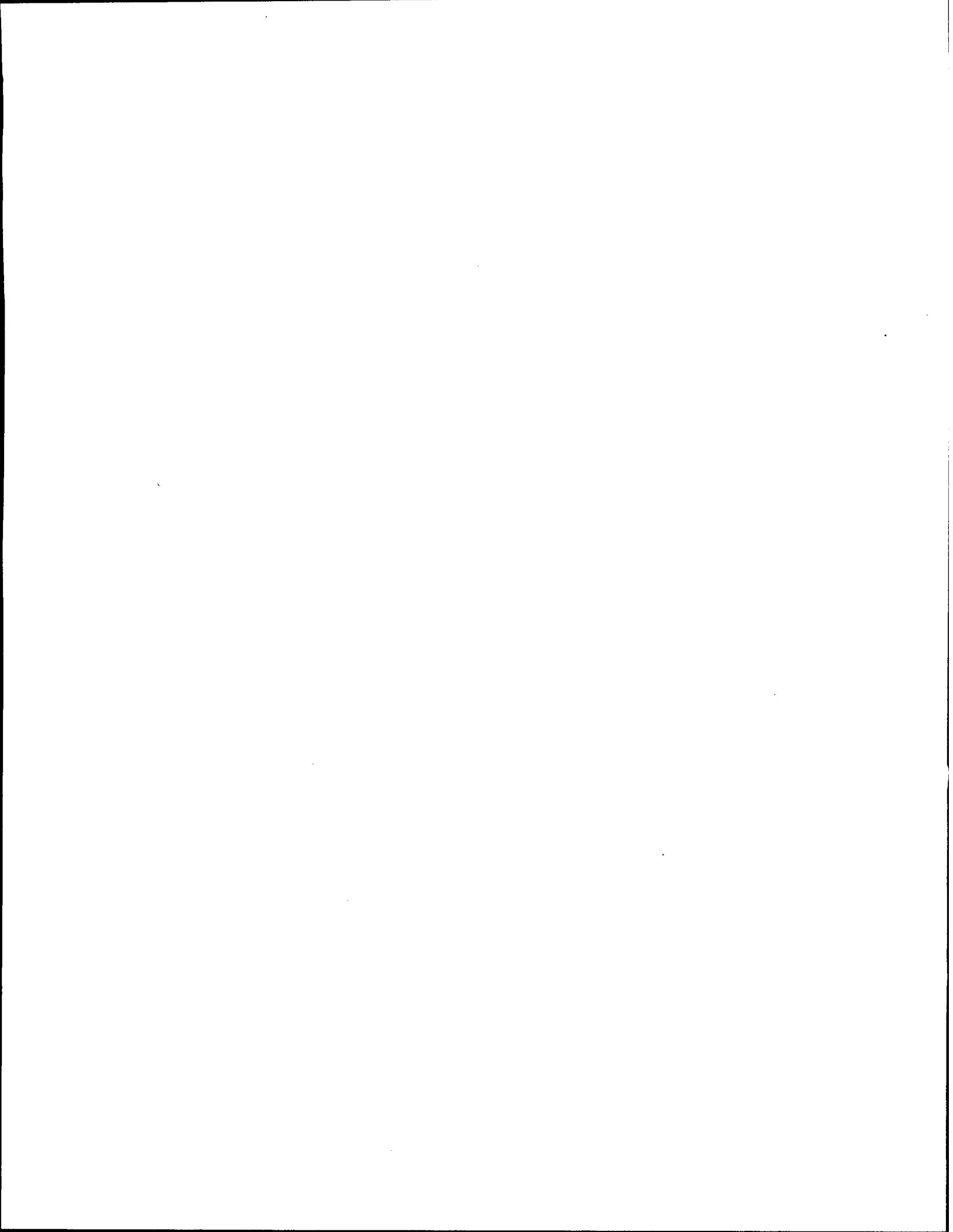
Section VII - Definitions

1. Application - The signed application for the policy, which includes attachments and other materials.
2. Business income:
 - The net income (net profit or loss before income and taxes) that would have been earned or incurred; and
 - The continuance of normal operating expenses incurred, including payroll.
3. Claim - A written demand for monetary damages or a civil proceeding resulting from a complaint against the insured for a wrongful act, including an appeal therefrom.

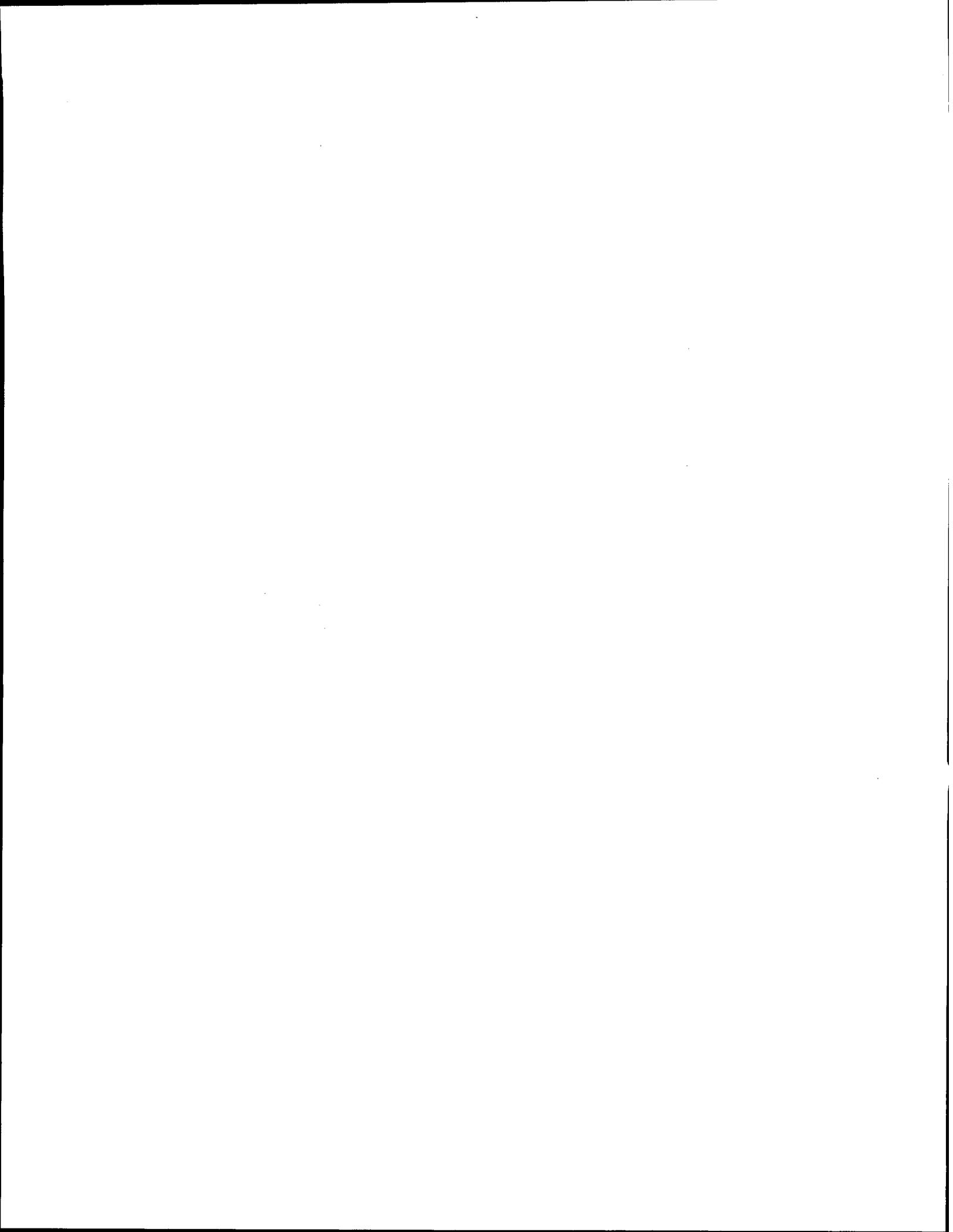


4. Computer program - A set of related electronic instructions which direct the operation of a computer or devices connected to it.
5. Computer system - Is limited to computer systems owned by the insured or licensed or leased to the insured by a Service Provider and means: computers, Personal Digital Assistants (PDA's) and other transportable handheld devices, electronic storage devices and related peripheral components; systems and applications software; and related communication networks; by which electronic data is collected, transmitted, processed, stored or retrieved.
6. Defense expenses - The reasonable and necessary fees and expenses incurred in the defense or appeal of a claim.
7. E-commerce activities - The activities conducted by the insured in the normal conduct of its business via its web site and through its e-mail system.
8. E-commerce incident - The introduction of a virus, malicious code or denial of service attack into the computer system. A recurrence of a virus of the same type after the computer system has been restored constitutes a separate e-commerce incident.
9. Electronic data - Digital information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), on electronic storage devices including but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. Electronic data is not tangible property.

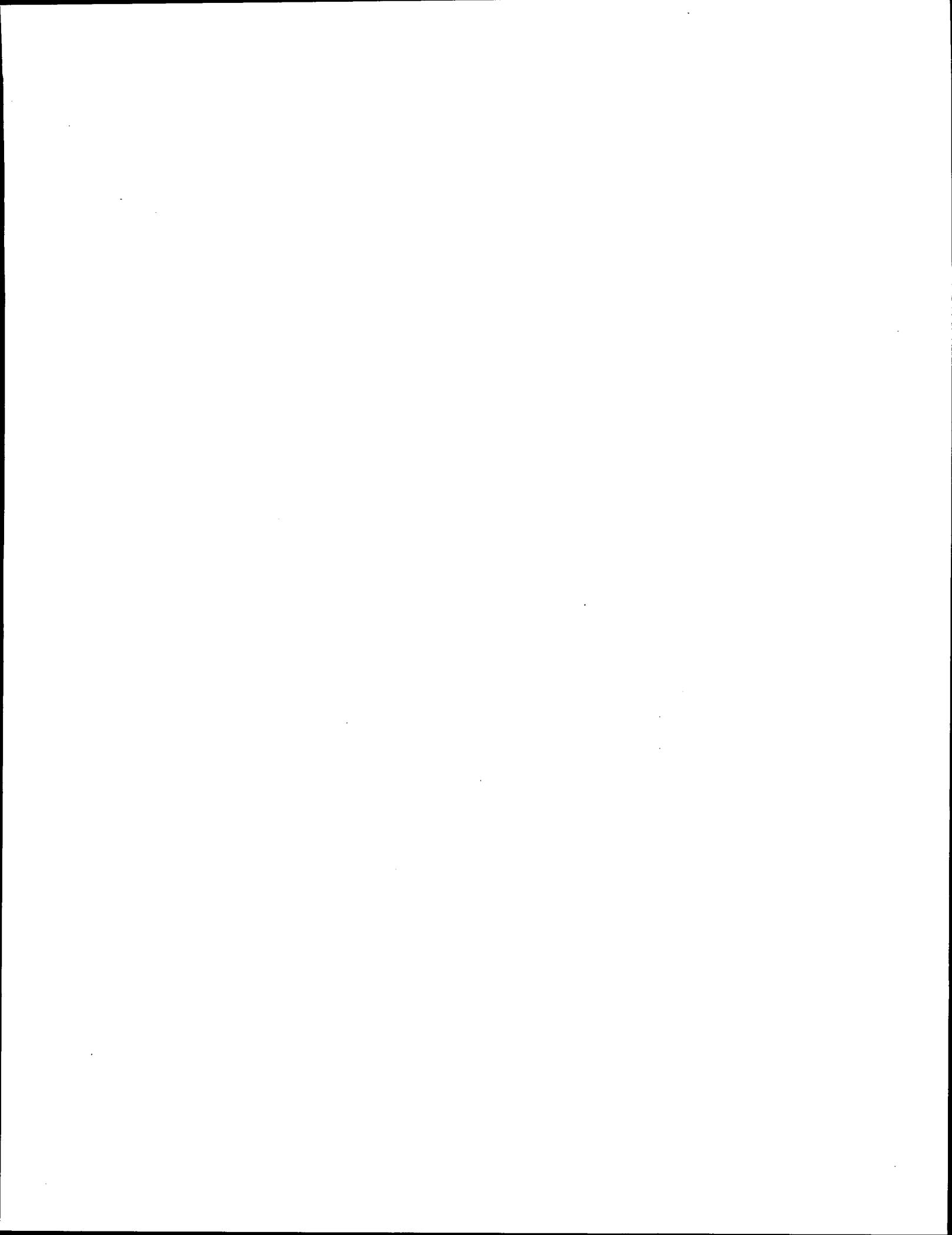
The insured's electronic data that is licensed, leased, rented or loaned to others is not considered electronic data.
10. Employee - Permanent, temporary or leased employees; officers; volunteer workers; and partners of the named insured and those of any institution qualifying as a subsidiary.
11. Extortion expenses - Fees and costs of a security firm or a person or entity to determine the validity of the extortion threat, interest on a loan from a financial institution to pay a ransom payment or extortion threat, reimbursement for reward money paid to an informant, and other reasonable expenses.
12. Extortion threat - A threat or a series of related threats to:
 - Perpetrate an e-commerce incident;
 - Disseminate, divulge or utilize the insured's proprietary information or weaknesses in the source code within the computer system;
 - Destroy, corrupt or prevent normal access to the computer system by gaining unauthorized access;



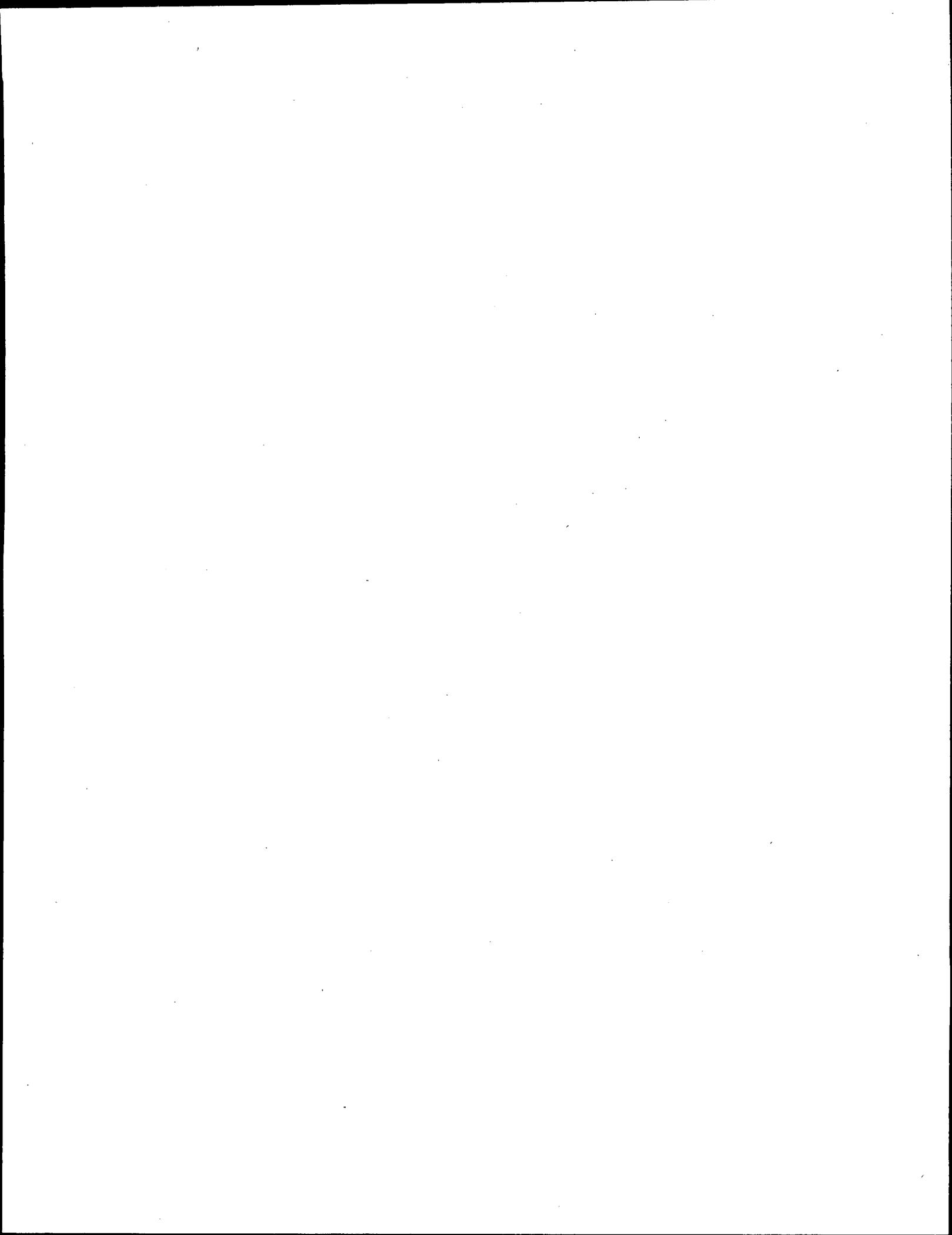
- Inflict ransomware on the computer system or a network to which it is connected; or
 - Publish the insured's client's personal information (not just that information which is held within the computer system).
13. Extra expense - The necessary expenses incurred during an interruption that otherwise would not have been incurred or necessary expense incurred to avoid or minimize the suspension of the insured's e-commerce activities. Extra expense does not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any computer system.
14. Informant - A person other than an employee who provides information which would not be otherwise obtainable, solely in return for a reward offered by the insured.
15. Insured - Any named insured and its employees.
16. Interrelated wrongful acts - All wrongful acts which have the same common nexus of fact, circumstance, situation, event transaction or cause, or series thereof.
17. Interruption:
- With respect to an e-commerce incident - An unanticipated cessation or slowdown of the insured's e-commerce activities or the voluntary suspension of the insured's e-commerce activities to avoid transmitting a virus to another.
 - With respect to an extortion threat - The insured's voluntary suspension of its e-commerce activities upon clear evidence of a threat or at the direction of a security firm, if any.
18. Loss:
- Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability, loss means compensatory damages, settlement amounts, and costs awarded pursuant to judgments or settlements.
 - Under Insuring Agreement 4. Replacement Or Restoration Of Electronic Data, loss means the cost to replace or restore electronic data as well as the cost of data entry, reprogramming and computer consultation services. However, it does not include the cost to duplicate research that led to the development of the electronic data.
 - Under Insuring Agreement 5. Extortion Threats, loss means extortion expenses and/or ransom payments.
 - Under Insuring Agreement 6. Business Income And Extra Expense, loss means the actual loss of business income the insured sustains and/or the extra expense the insured incurs.



- Under Insuring Agreement 7. Public Relations Expense, loss means public relations expenses.
 - Under Insuring Agreement 8. Security Breach Expense, loss means security breach expenses.
19. Named insured - The institution shown in the Declarations and any subsidiary.
20. Negative publicity - Information which has been made public that has caused or is reasonably likely to cause a decline or deterioration in the reputation of the named insured or one or more of its products or services.
21. Personal information - Any information collected by the insured in the normal conduct of its business that is required by law to be protected from public disclosure.
22. Policy period - The period of time from the inception date to the expiration date of the policy as shown in the Declarations or its earlier cancellation or termination date.
23. Pollutants - Any solid, liquid, gaseous or thermal irritant or contaminant including soot, fumes, acids, alkalis, chemicals and other waste.
24. Public relations expenses - Fees and costs of a public relations firm and any other reasonable expenses incurred by the insured with the company's consent used to protect or restore the insured's reputation solely in response to negative publicity.
25. Ransom payment - A payment made in the form of cash.
26. Ransomware - Any software that encrypts electronic data within a computer system and demands a ransom payment in order to decrypt and restore the electronic data.
27. Security breach:
- The acquisition of personal information held within the computer system or otherwise by a person not authorized to have access to such information; or
 - The acquisition of personal information held within the computer system or otherwise by a person authorized to have access to such information but which results in the unauthorized disclosure of such information.
28. Security breach expenses:
- Costs to notify all parties affected by a security breach;
 - Overtime salaries paid to employees to handle inquiries from parties affected by a security breach;
 - Fees and costs of a company hired to operate a call center to handle inquiries from parties affected by a security breach;



- Post event credit monitoring costs for victims of a security breach for up to one year from the date of the security breach; and
 - Any other reasonable expenses incurred by the insured with the company's written consent.
29. **Subsidiary** - Any institution in which more than 50 percent of the outstanding securities or voting rights representing the present right to vote for the election of directors, or equivalent position, is owned, in any combination, by one or more named insured(s).
30. **Suit** - A civil proceeding in which damages to which the policy applies are claimed against the insured.
31. **Virus** - Any kind of malicious code designed to damage or destroy any part of the computer system or disrupt its normal functioning.
32. **Wrongful act:**
- Under Insuring Agreement 1. **Web Site Publishing Liability**, wrongful act means any actual or alleged error, misstatement or misleading statement posted or published by an insured on its web site that results in an infringement of another's copyright, trademark, trade dress or service mark, defamation against a person, or institution or violation of a person's right of privacy.
 - Under Insuring Agreement 2. **Security Breach Liability**, wrongful act means any actual or alleged neglect, breach of duty or omission by an insured that results in a security breach or a computer system transmitting a virus to a third party.
 - Under Insuring Agreement 3. **Programming Errors And Omissions Liability**, wrongful act means any actual or alleged programming error or omission that results in the disclosure of personal information of a client which was held within the computer system.



Section II - Information Security Protection Policy

Introduction

This section contains a general description of the terms and conditions of the Information Security Protection Policy (EC 00 10 11 09) (formerly known as the Internet Liability And Network Security Policy).

Description Of The Policy

Below is a general description of each section of the Information Security Protection Policy.

Section I – Insuring Agreements

Other than editorial changes, the following changes are made to this section:

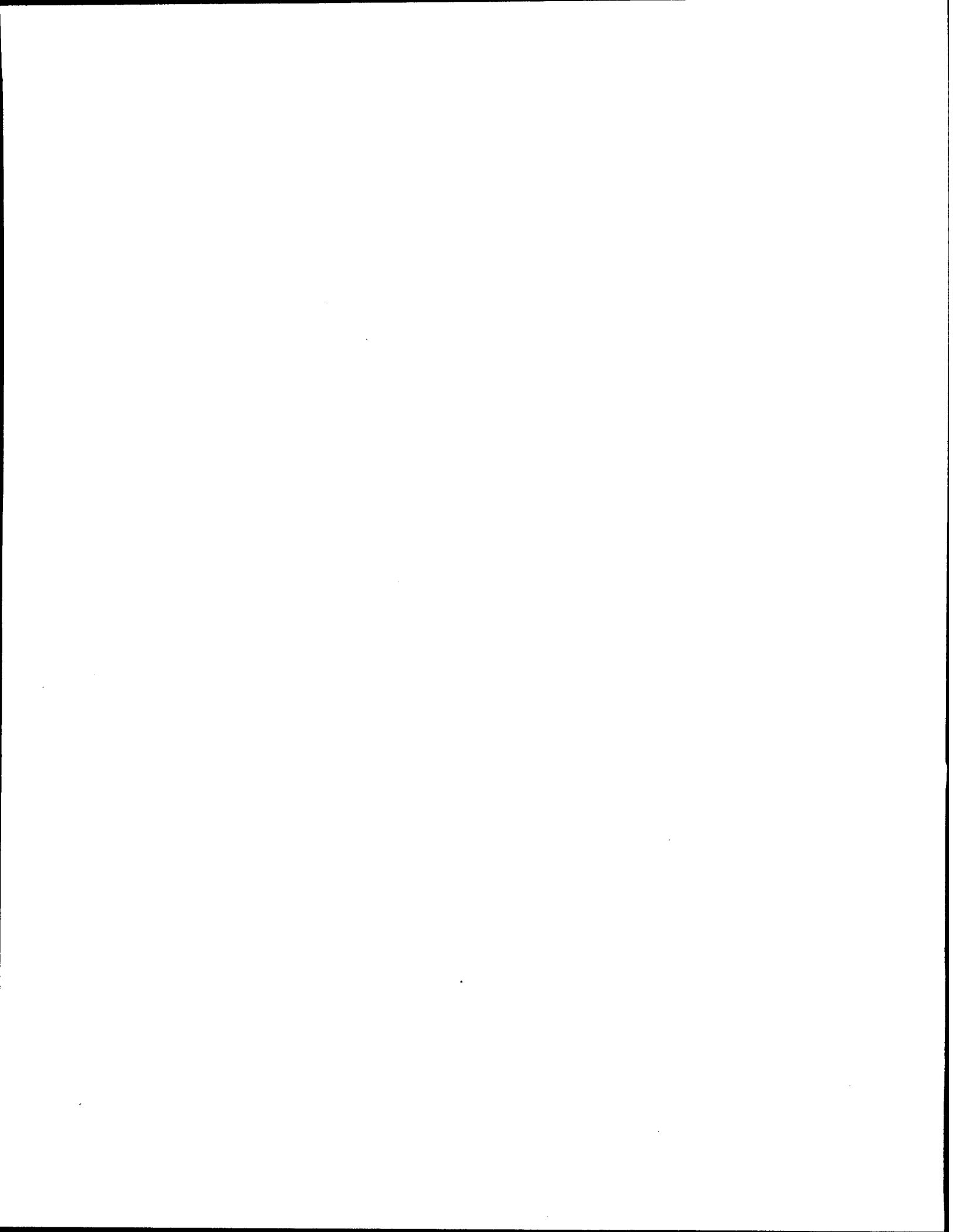
- 2. Security Breach Liability

The title to this Insuring Agreement was changed from Network Security Liability to Security Breach Liability. This change reflects the broadening of coverage to include personal information that exists in hard copy in addition to the existing coverage for personal information held within the insured's or a Service Provider's computer system. An endorsement is being made available to provide coverage only for personal information held within the computer system.

- 3. Programming Errors And Omissions Liability

This new Insuring Agreement provides coverage for loss that the insured becomes legally obligated to pay as a result of its wrongful acts. Wrongful act, as it pertains to this Insuring Agreement, is defined to include any actual or alleged programming error or omission that results in the disclosure of an insured's client's personal information held within the computer system.

Claims must first be made and reported by the insured during the policy period or during the applicable extended reporting period. The company has the duty to defend the insured against covered claims. Defense expenses, a defined term in the policy, are treated as part of the loss and, therefore, will reduce the limit of insurance.



■ 5. Extortion Threats

The title to this Insuring Agreement was changed from Cyber Extortion to Extortion Threats. This change reflects the broadening of coverage to include threats to publish a client's personal information which exists in hard copy in addition to that held in the computer system.

Coverage also is being extended to cover other types of extortion threats including threats to destroy, corrupt or prevent normal access to the computer system and threats to inflict ransomware.

■ 7. Public Relations Expense

This new Insuring Agreement provides coverage for reasonable expenses incurred by the insured to protect or restore its reputation in response to negative publicity resulting from an e-commerce incident or security breach.

■ 8. Security Breach Expense

This new Insuring Agreement provides coverage for reasonable expenses incurred by the insured as a result of a security breach including, but not limited to, costs to notify all affected parties of the breach, costs to operate a call-center and post event credit monitoring costs for victims of a security breach.

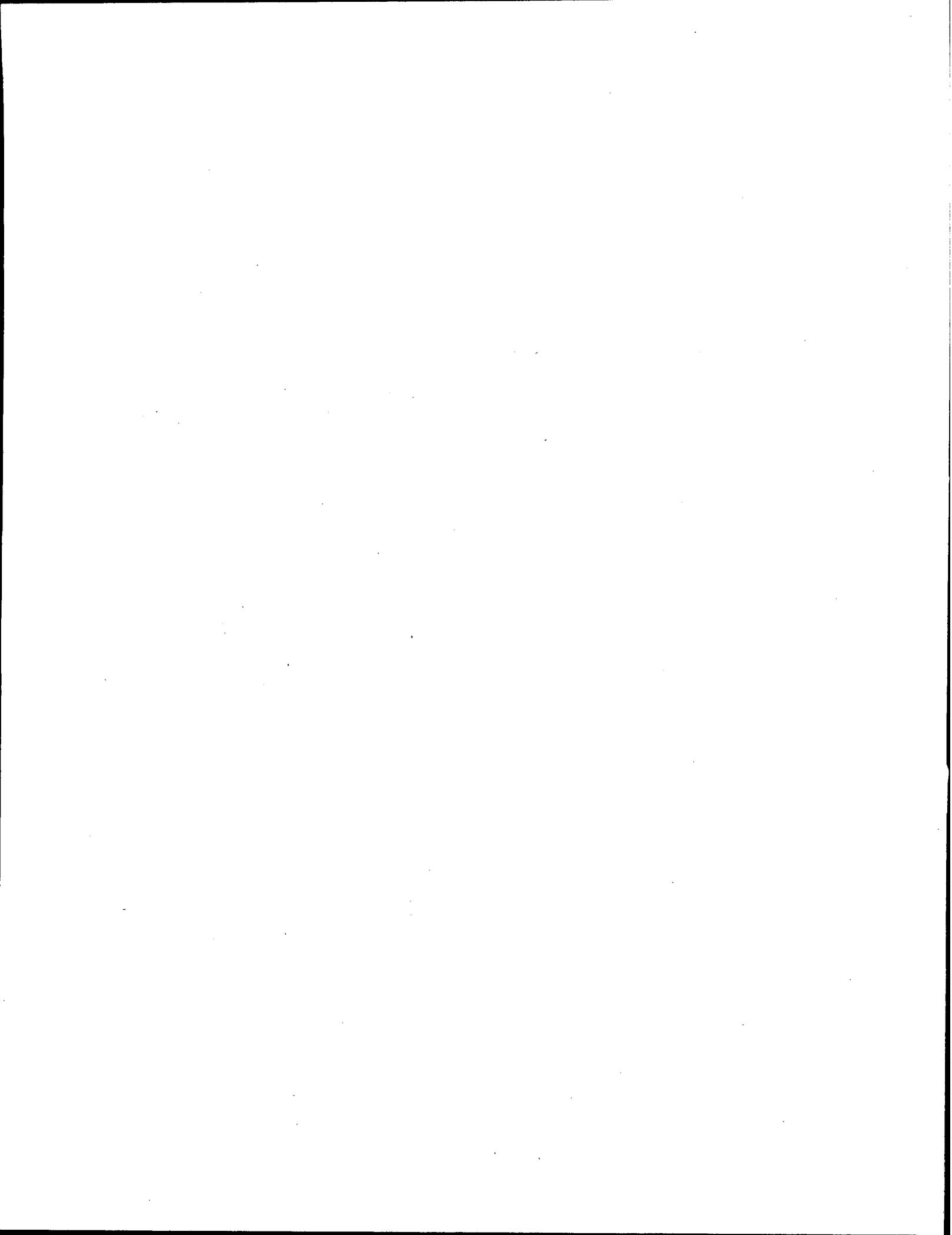
Section II – Limits Of Insurance

A new statement is added that upon exhaustion of an aggregate limit (whether the policy aggregate limit or an insuring agreement aggregate limit) the company will have no further obligation or liability of any kind under the policy. The remaining revisions are editorial.

Section III – Deductible

This section has been streamlined and restructured. Most significant is the change in new Paragraph 2. (old Paragraph 3.). In the new text, if a loss is covered under more than one insuring agreement, only the highest Deductible Amount applicable to the loss shall be applied. In the prior edition, the Deductible Amount applicable to each insuring agreement was applied separately.

Included within the revisions are the references to new Insuring Agreements 3. Programming Errors And Omissions Liability, 7. Public Relations Expense and 8. Security Breach Expense and the changes in the titles of Insuring Agreements 2. Security Breach Liability and 5. Extortion Threats. The remaining changes are editorial.



Section IV – Defense And Settlement

In this section, reference to new Insuring Agreement 3. Programming Errors And Omissions Liability has been included and the title of Insuring Agreement 2. has been changed to Security Breach Liability. The remaining changes are editorial.

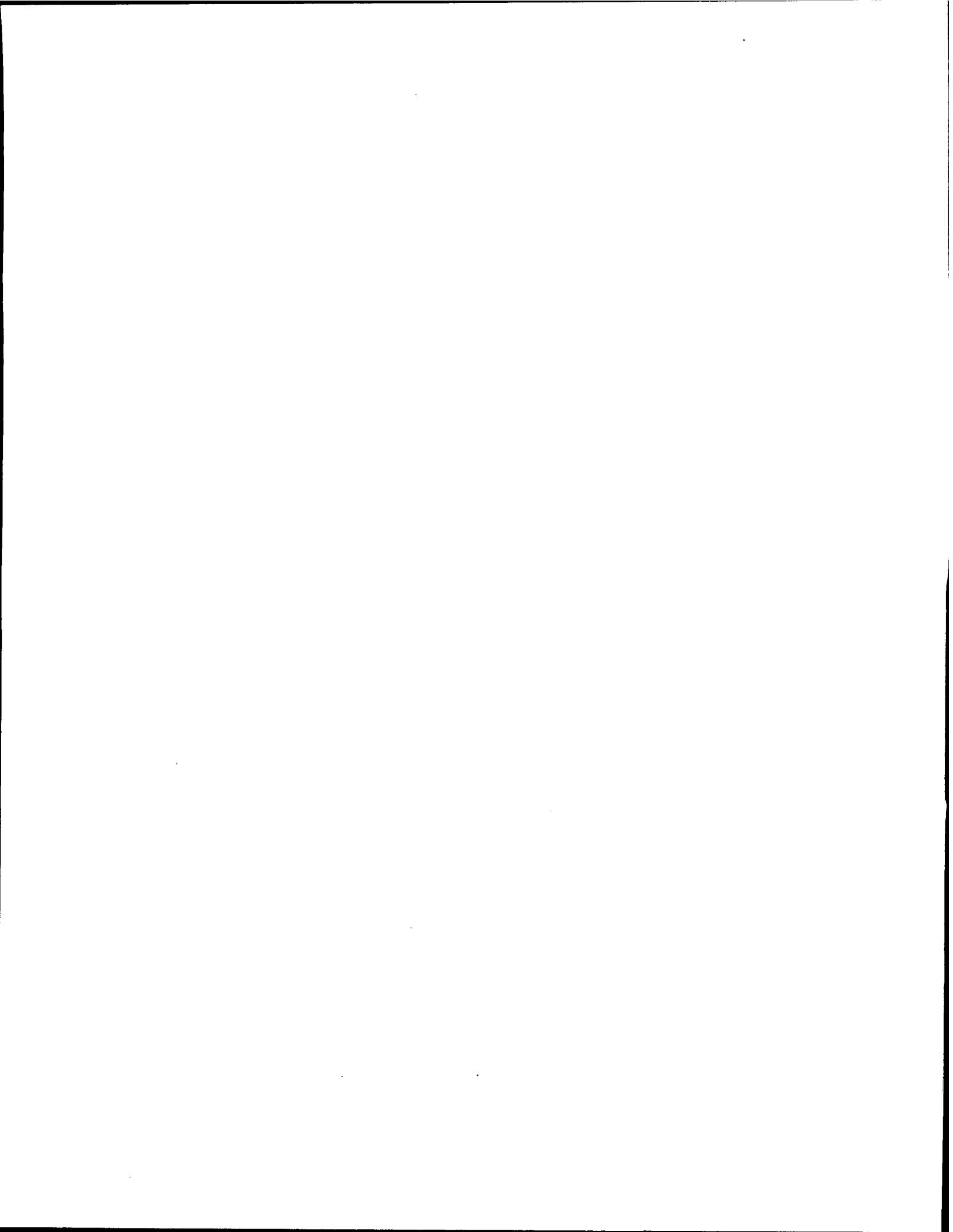
Section V – Exclusions

Other than editorial changes, there has been a re-numbering of exclusions as a result of the deletion of certain exclusions. Other significant changes include:

- Exclusion 10. has been deleted. When read in conjunction with the corresponding change to Exclusion 20. (new number), the company will now defend claims against the insured involving violations of ERISA until final adjudication is rendered.
- The lead-in to Exclusion 13. (new number) has been revised to be consistent with all other exclusions.
- Exclusion 21. has been deleted. When read in conjunction with the corresponding change to Exclusion 20. (new number), the company will now defend claims against the insured involving SEC violations until final adjudication is rendered.
- Exclusion 24. has been deleted. The intent of this exclusion is to exclude loss caused by an employee who was canceled under prior insurance and where coverage has not been reinstated. However, there are no employee cancellation or reinstatement provisions in this policy, therefore, the exclusion has been removed.
- Exclusion 26. is new and excludes coverage for loss arising out of unintentional errors and omissions in the entry of electronic data into the computer system.

Section VI – Conditions

- 10. Changes in Exposure
Paragraph a. Acquisition Or Creation Of Another Organization, has been revised to affirmatively state that an acquired organization is covered under the policy for wrongful acts or loss that occur after the effective date of the acquisition, provided the insured gives written notice within 90 days after the effective date of the acquisition, obtains the company consent to provide coverage and pays an additional premium. Other changes throughout this condition are editorial.

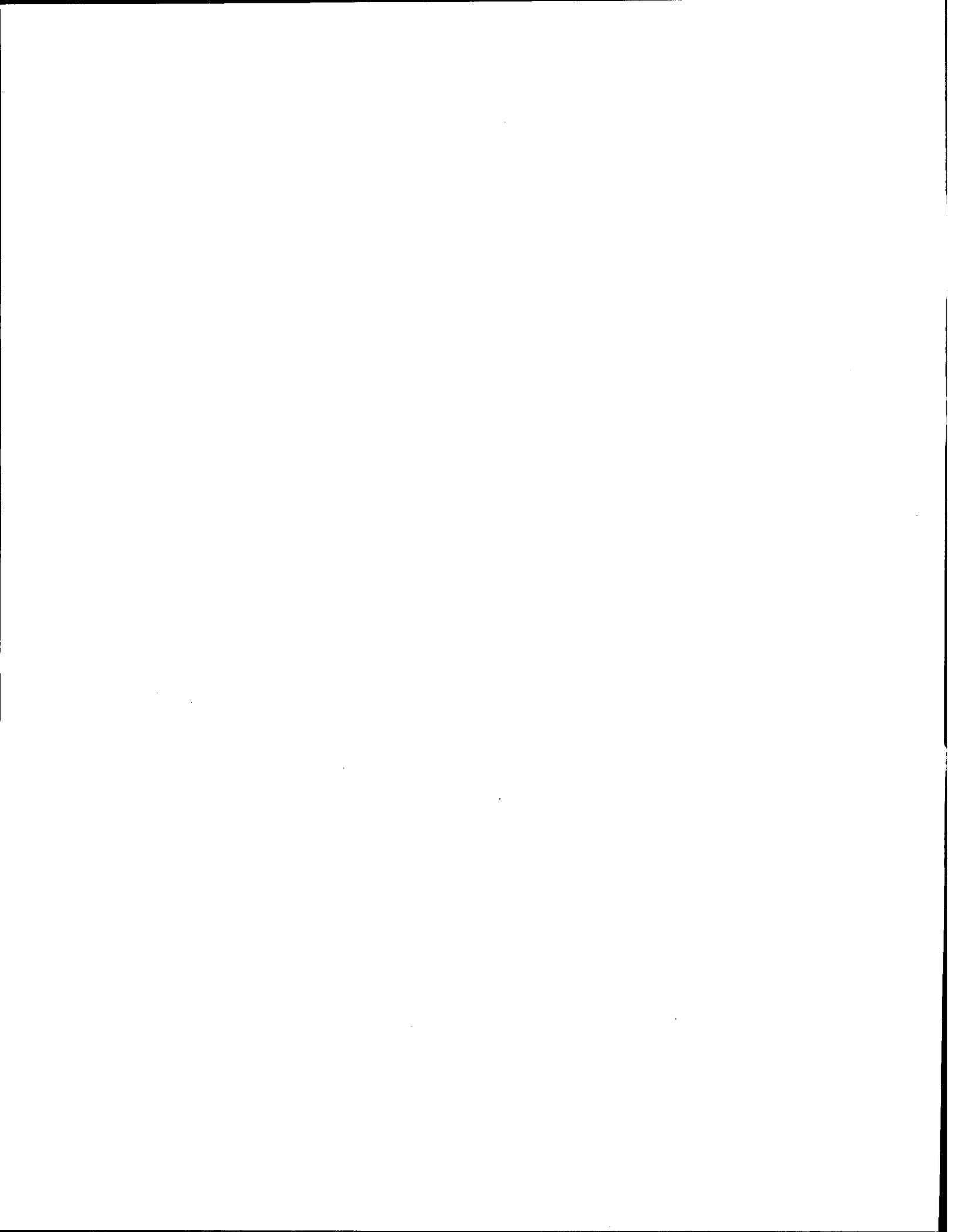


- 11. Other Insurance
Reference is being made to new Insuring Agreement 3. Programming Errors And Omissions Liability and the change in title of Insuring Agreement 2. Security Breach Liability. Other changes are editorial.
- 12. Legal Action Against Us
Reference is being made to new Insuring Agreement 3. Programming Errors And Omissions Liability and the change in title of Insuring Agreement 2. Security Breach Liability. Other changes are editorial.
- 13. Separation Of Insureds
Reference is being made to new Insuring Agreement 3. Programming Errors And Omissions Liability and the change in title of Insuring Agreement 2. Security Breach Liability. Other changes are editorial.
- 14. Duties In The Event Of Claim or Loss
Reference is being made to new Insuring Agreement 3. Programming Errors And Omissions Liability and the change in titles of Insuring Agreement 2. Security Breach Liability and 5. Extortion Threats. Other changes are editorial.
- 15. Valuation - Settlement
Editorial changes have been made in this condition.
- 16. Extended Reporting Periods
Reference is being made to new Insuring Agreement 3. Programming Errors And Omissions Liability. Other changes are editorial.
- 17. Confidentiality
The title of Insuring Agreement 5. Extortion Threats has been changed.

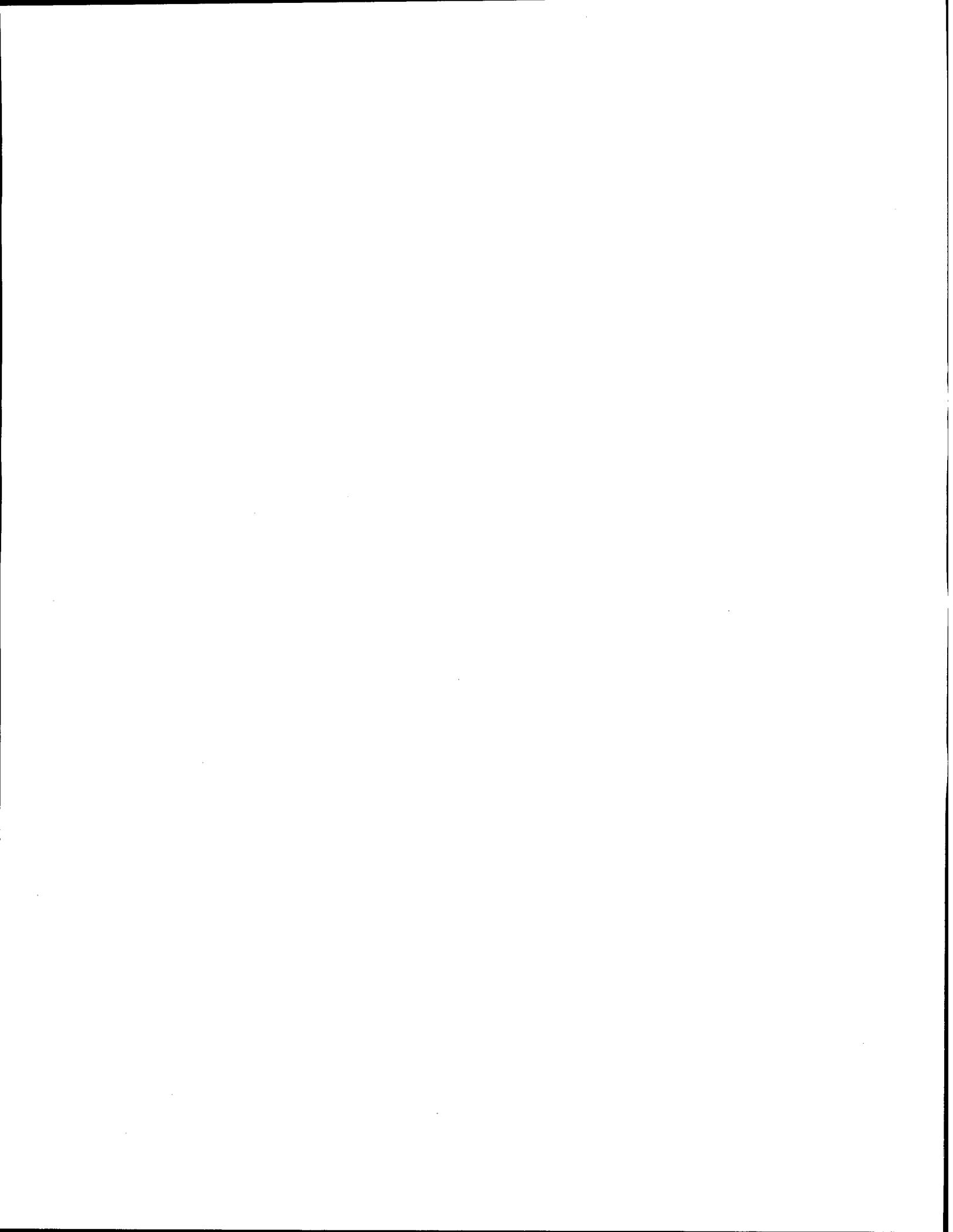
Section VII - Definitions

The following definitions are new or are being revised:

5. Computer system - has been revised to mean computer systems owned by the insured or licensed or leased to the insured by a Service Provider and means: computers including Personal Digital Assistants (PDA's) and other transportable handheld devices, electronic storage devices and related peripheral components; systems and applications software; and related communication networks; by which electronic data is collected, transmitted, processed, stored or retrieved.
8. E-commerce incident - has been revised to include the language on recurrence of a virus which previously appeared in Section III - Deductible, in deleted Paragraph 1.b.(3). Other changes are editorial.
9. Electronic data - has been revised to reference digital information and electronic storage devices. Also, electronic data is not tangible property.



11. Extortion expenses - has been editorially revised.
12. Extortion threat - has been revised to include the additional threats to:
 - Destroy, corrupt or prevent normal access to the computer system by gaining unauthorized access;
 - Inflict ransomware on the computer system or a network to which it is connected; or
 - Publish the insured's client's personal information (not just that information which is held within the computer system).
13. Extra expense - has been revised to state that extra expense does not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any computer system.
16. Interrelated wrongful acts - has been editorially revised into outline format.
17. Interruption - has been editorially revised.
18. Loss - has been revised to include reference to new Insuring Agreements 3. Programming Errors And Omissions Liability, 7. Public Relations Expense and 8. Security Breach Expense and the change in titles of Insuring Agreements 2. Security Breach Liability and 5. Extortion Threats. Other changes are editorial.
20. Negative publicity - is new and means information which has been made public that has caused or is reasonably likely to cause a decline or deterioration in the reputation of the named insured or one or more of its products or services.
21. Personal Information - contains a minor editorial revision.
24. Public relations expenses - is new and mean fees and costs of a public relations firm and any other reasonable expenses incurred by the insured with the company's consent used to protect or restore the insured's reputation solely in response to negative publicity.
26. Ransomware - is new and means software that encrypts electronic data within a computer system and demands ransom payment in order to decrypt and restore the electronic data.
27. Security breach - is new and means:
 - The acquisition of personal information held within the computer system or otherwise by a person not authorized to have access to such information; or
 - The acquisition of personal information held within the computer system or otherwise by a person authorized to have access to such information but which results in the unauthorized disclosure of such information.



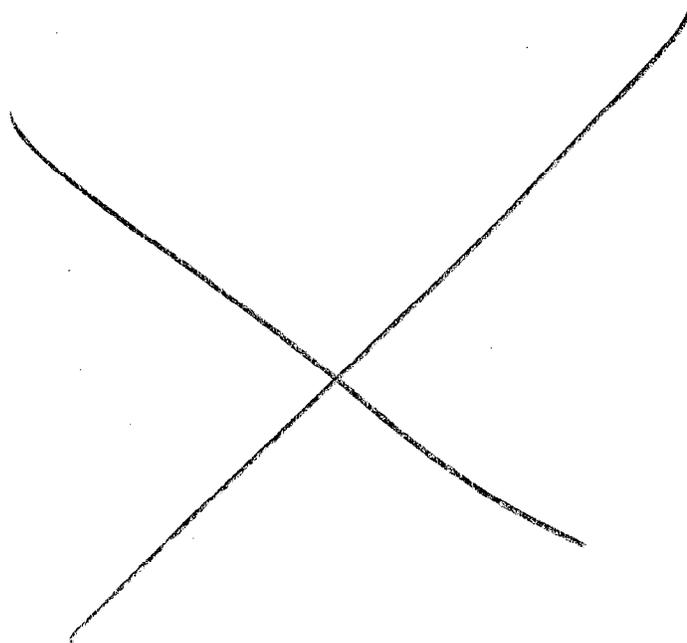
28. Security breach expenses - is new and means:

- Costs to notify all parties affected by a security breach;
- Overtime salaries paid to employees to handle inquiries from parties affected by a security breach;
- Fees and costs of a company hired to operate a call center to handle inquiries from parties affected by a security breach;
- Post event credit monitoring costs for victims of a security breach for up to one year from the date of the security breach; and
- Any other reasonable expenses incurred by the insured with the company's written consent.

29. Subsidiary - contains a minor editorial revision.

32. Wrongful act - has been revised to:

- Change the title of Insuring Agreement 2. to Security Breach Liability; and
- Include Insuring Agreement 3. Programming Errors And Omissions Liability and, for this coverage, means any actual or alleged programming error or omission that results in the disclosure of personal information of a client held within the computer system.



Section III - Endorsements

This section contains a general description of new endorsements and an explanation of changes to existing endorsements.

NEW ENDORSEMENTS

Amend Definition Of Security Breach EC 20 06 11 09

This endorsement amends the definition of security breach in the policy so that personal information is limited to that which is held within the computer system.

Exclusion - Regulatory Agency EC 20 07 11 09

This endorsement adds an additional exclusion to the Financial Institutions Information Security Protection Policy for loss or defense expenses based upon, attributable to or arising out of any action or proceeding brought by, or on behalf of, any regulatory agency.

Include Retroactive Date For Named Subsidiary(ies) EC 20 08 11 09

This endorsement is used to apply a retroactive date to a subsidiary acquired by the insured.

REVISED ENDORSEMENTS

Policy Changes EC 10 01 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy.

Resident Agent Countersignature EC 10 02 11 09

The word Endorsement has been removed from the title.

Nonbinding Arbitration EC 10 03 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. In the endorsement title, the word "Nonbinding" is no longer hyphenated.

Binding Arbitration EC 10 04 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy.

Calculation Of Premium EC 10 05 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy.

Supplemental Extended Reporting Period EC 20 01 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. The word Endorsement has been removed from the title.

Include Specified Individuals As Employees EC 20 02 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. Additionally, an editorial change is made under Paragraph A.

Amend Territory Condition For Wrongful Acts Or Suits EC 20 03 11 09

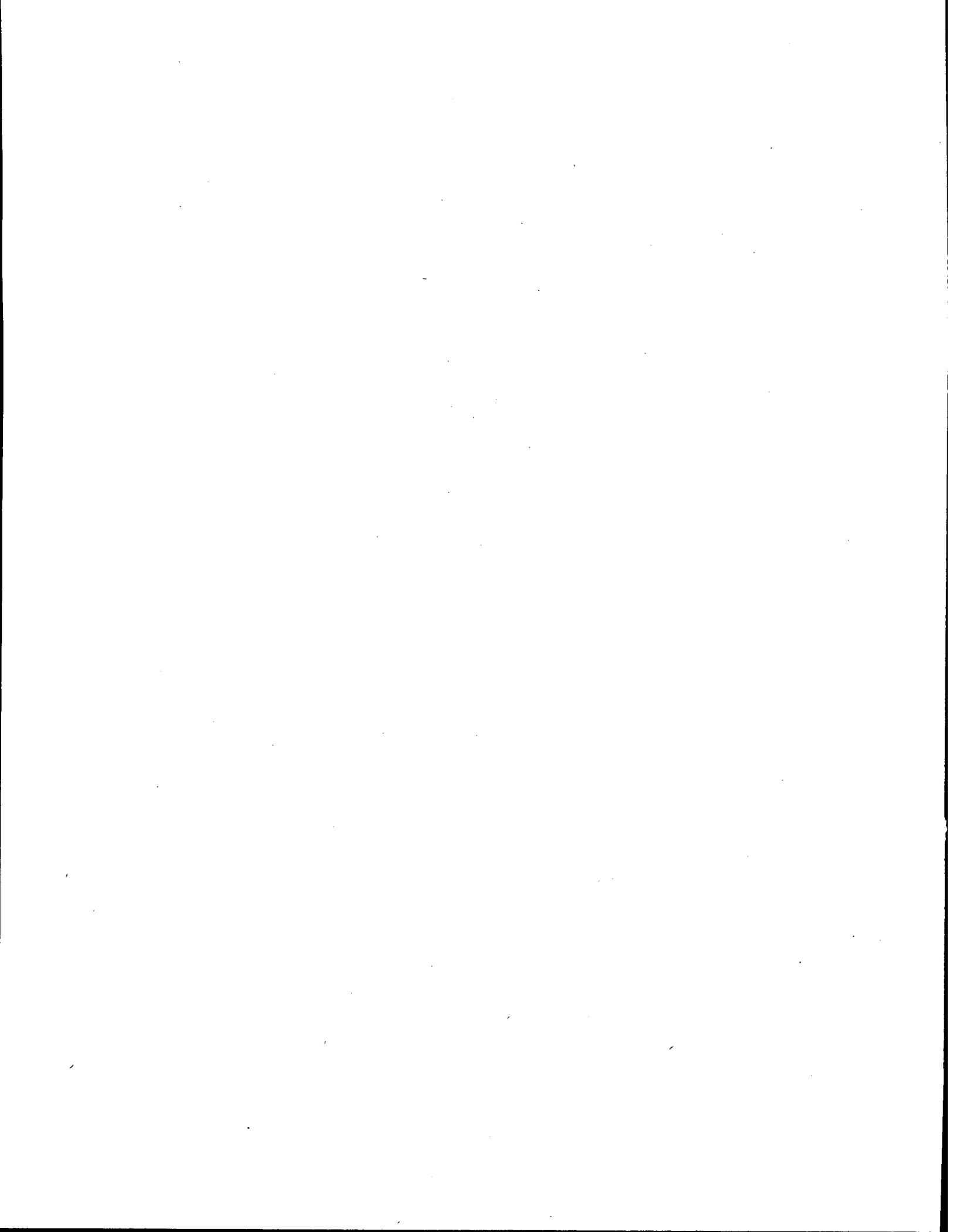
This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. Additionally, reference to new Insuring Agreement 3. Programming Errors And Omissions Liability is added to Paragraph A. Other changes are editorial.

Amend Territory Condition – Suits Worldwide EC 20 04 11 09

This endorsement has been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. Additionally, this endorsement is being editorially revised to track changes made to the underlying policy.

Agreed Value For Business Income Loss EC 20 05 11 09

The title of this endorsement has been revised. It also includes reference to the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy. Other changes are editorial.



The following endorsements have been revised to reference the new Financial Institutions Information Security Protection Policy and the new title for the Information Security Protection Policy:

Cap On Losses From Certified Acts Of Terrorism
EC 21 01 11 09

Exclusion Of Certified Acts Of Terrorism EC 21 03 11 09

Disclosure Pursuant To Terrorism Risk Insurance Act
EC 21 05 11 09

Conditional Exclusion Of Terrorism (Relating To
Disposition Of Federal Terrorism Risk Insurance Act)
EC 21 08 11 09

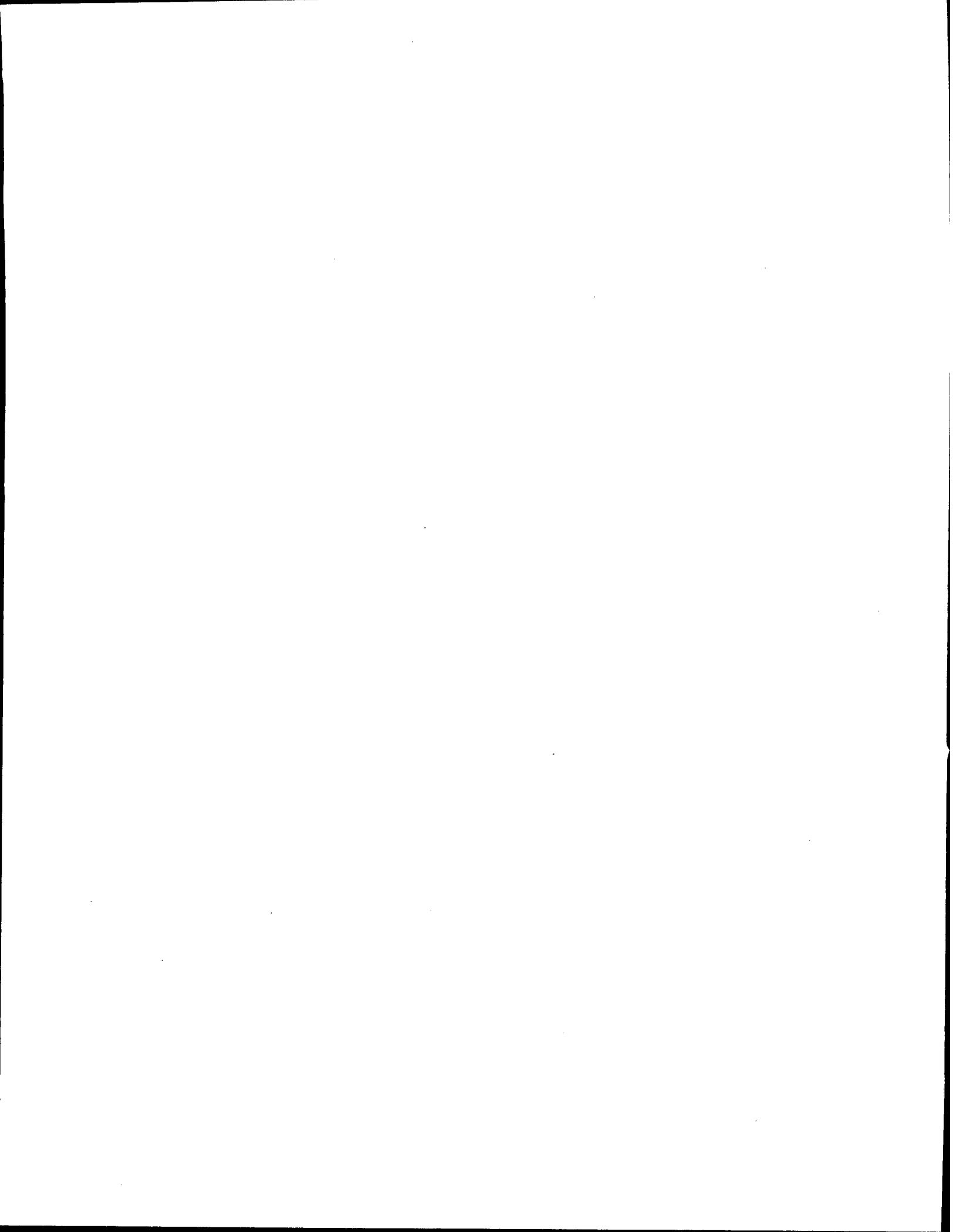
Exclusion Of Terrorism EC 21 09 11 09

Extended Reporting Period For Terrorism Coverage
EC 21 10 11 09

Jurisdiction-Specific Forms

Any changes to jurisdiction-specific forms that may be required due to the introduction of the Financial Institutions Information Security Protection Policy or the revision to the existing Internet Liability And Network Protection Policy (now known as the Information Security Protection Policy) are described in detail in the jurisdiction-specific supplements to this filing.

Otherwise, jurisdiction-specific forms that are not being revised will now apply also to the Financial Institutions Information Security Protection Policy.



Section IV - Applications

The applications included within this filing are being submitted for information only in those jurisdictions which do not require them to be filed. For jurisdictions which require applications to be filed, they are being filed subject to the same requirements as the other forms contained in this filing.

NEW APPLICATION

Application For Financial Institutions Information Security Protection Policy EC AP 11 11 09

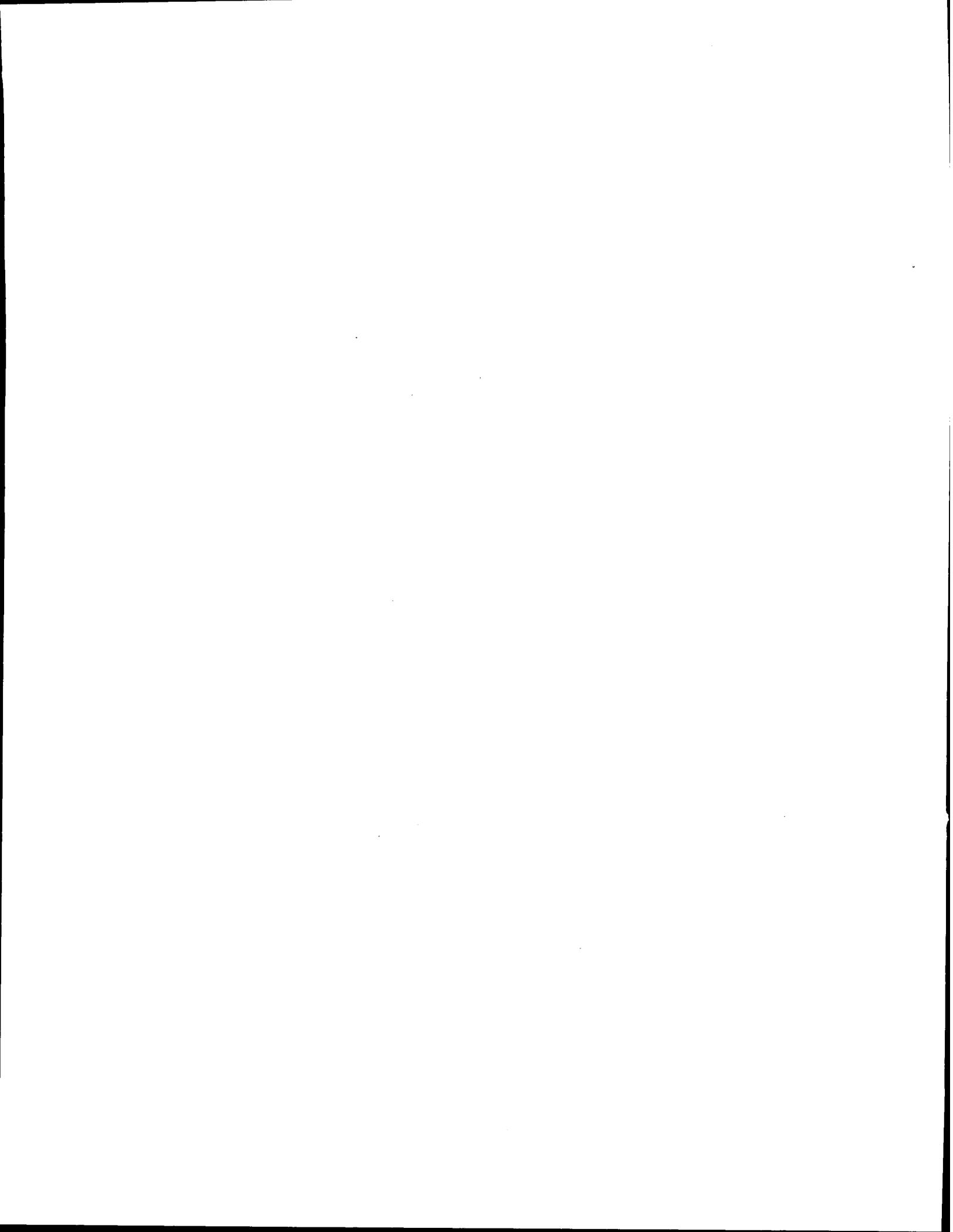
This new application contains general rating and underwriting information. In accordance with the Representations Conditions of the policy, the application is considered to be incorporated into and constitute a part of the policy.

REVISED APPLICATION

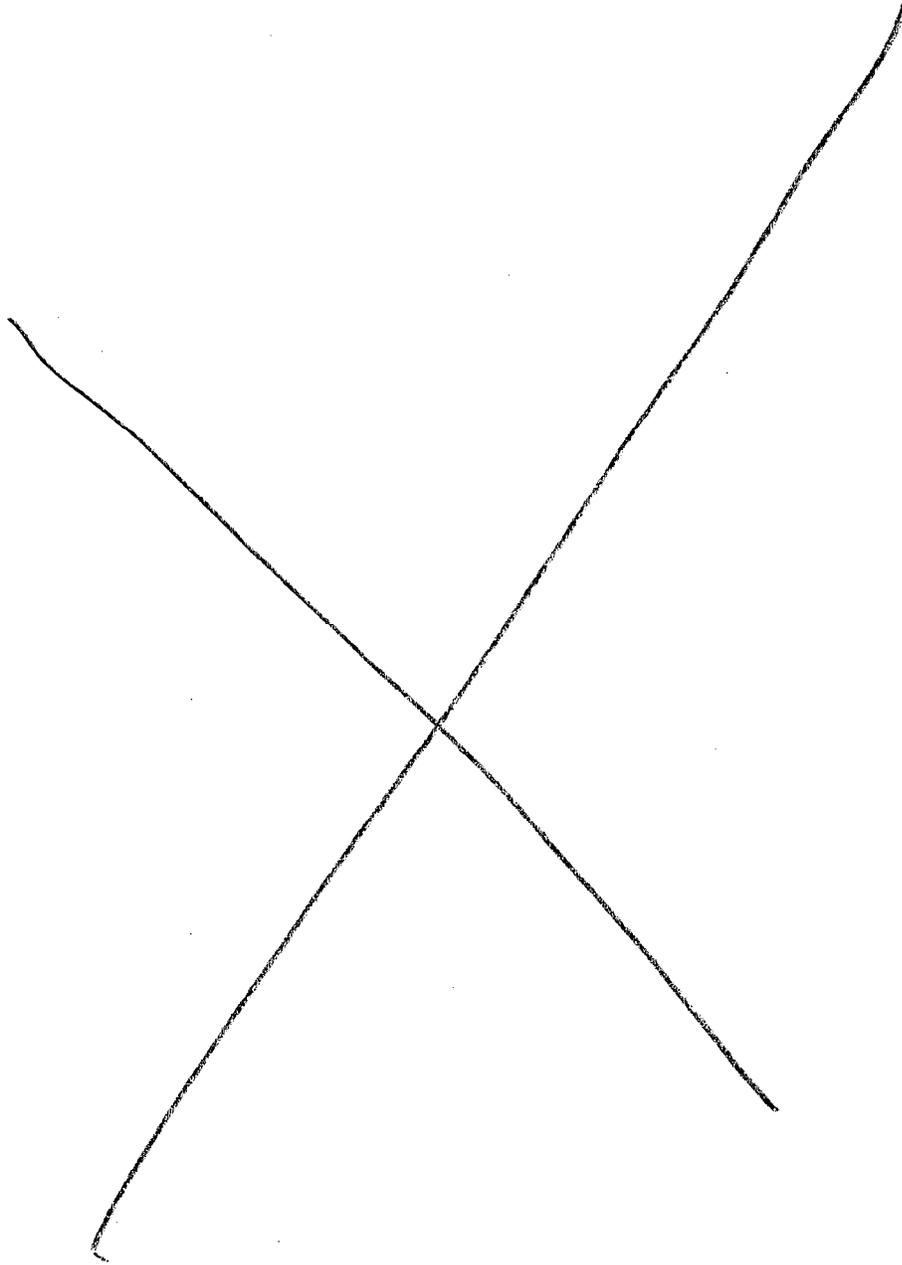
Application For Information Security Protection Policy EC AP 01 11 09

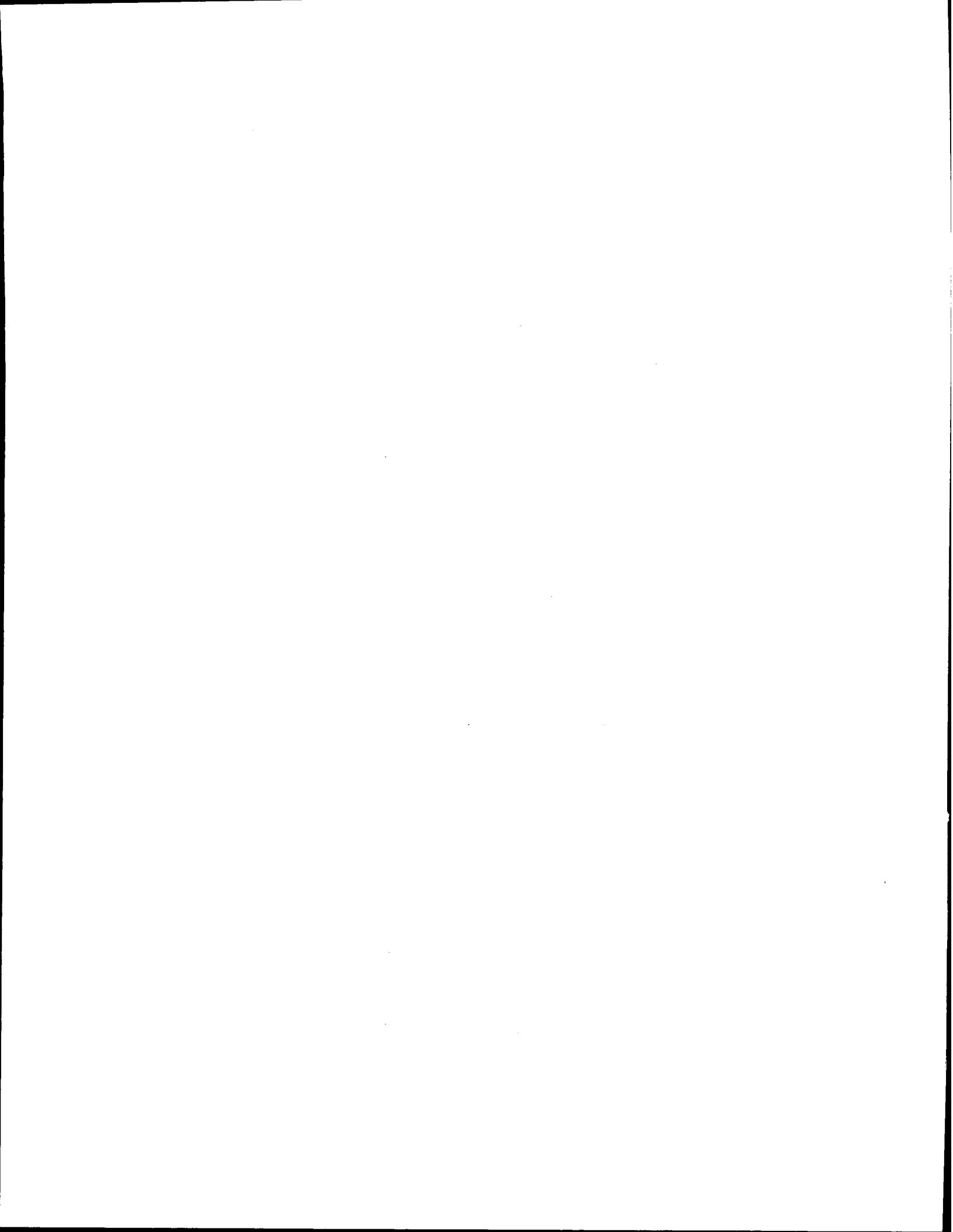
Other than editorial changes and re-numbering of certain questions, the following revisions were made to the application.

- The title of the application has been revised to correspond with the new policy name. In the preamble, the definition of insured has been removed.
- In Section I. General Information, a table has been added to list retroactive dates for each applicable insuring agreement. A question has been added to provide names of third party Service Providers.
- In Section II. Coverage Requested, under Insuring Agreement 2. Security Breach Liability, a question regarding whether coverage is to include only personal information held within the computer system has been added. Also included is reference to new Insuring Agreements 3. Programming Errors And Omissions Liability, 7. Public Relations Expense and 8. Security Breach Expense and change titles of Insuring Agreement 2. Security Breach Liability and 5. Extortion Threats.
- In Section IV. Underwriting Questions - Your Network, question 27. has been added to obtain more information on security breach protocols. Additionally, in Section IV. Underwriting Questions - Your Back-up And Recovery Procedures, question 40. has been added to determine whether backed-up data is stored on the insured's premise or off site.
- In Section V. Past Activities, question 6. has been added as a three part question to determine if the insured has ever experienced a security breach, the amount of the resulting loss, and how the insured responded to the security breach.



- New fraud statements for Maryland and Washington were added.





Section V - Declarations

The Declarations included within this filing are being submitted for information in those jurisdictions which do not require them to be filed. For jurisdictions which require Declarations to be filed, they are being filed subject to the same requirements as the other forms contained in this filing.

NEW DECLARATIONS

Financial Institutions Information Security Protection Policy Declarations EC DS 11 11 09

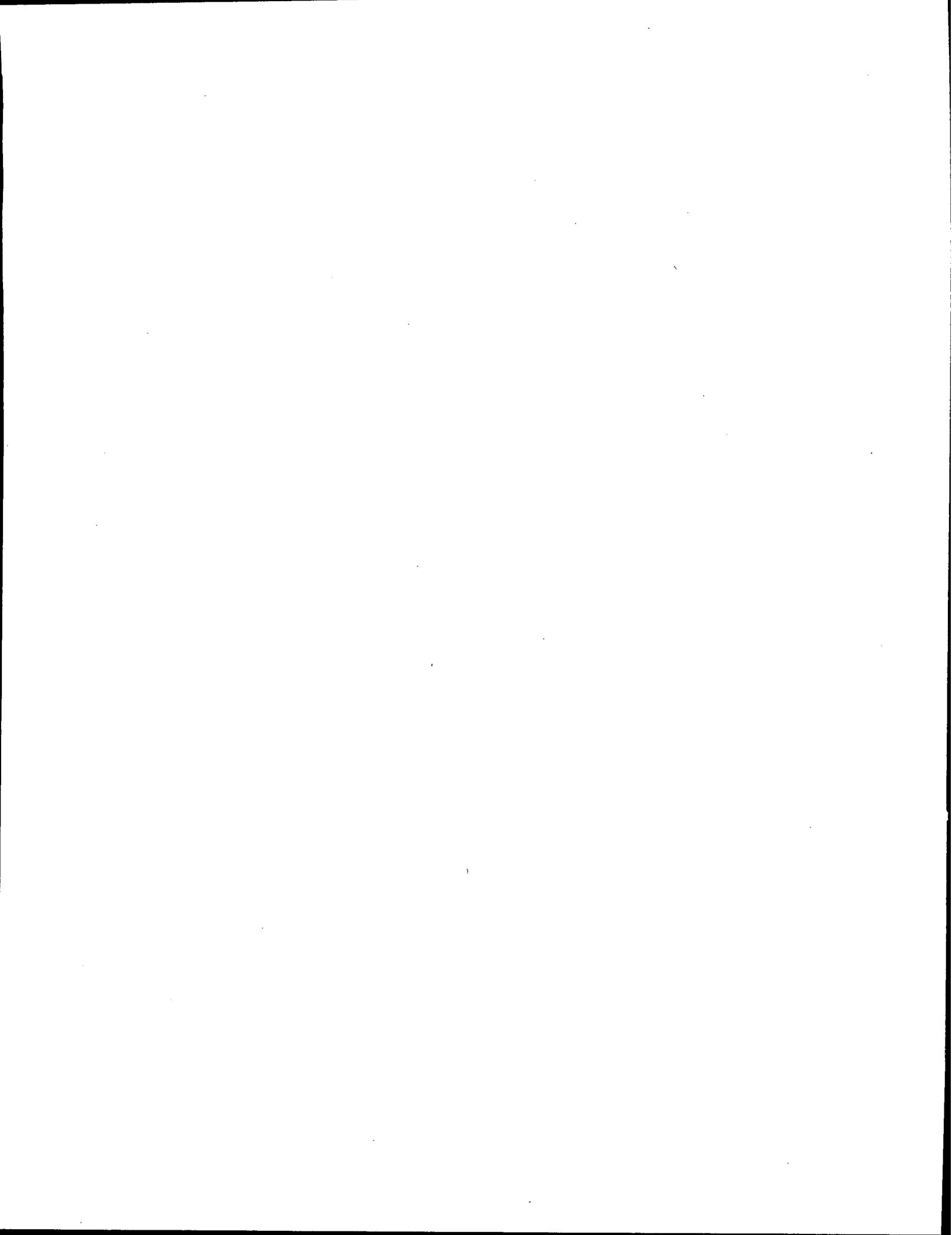
This Declarations is used with the new Financial Institutions Information Security Protection Policy.

REVISED DECLARATIONS

Information Security Protection Policy Declarations EC DS 01 11 09

Other than editorial changes, which include the removal of item numbers, the following revisions were made to the Declarations:

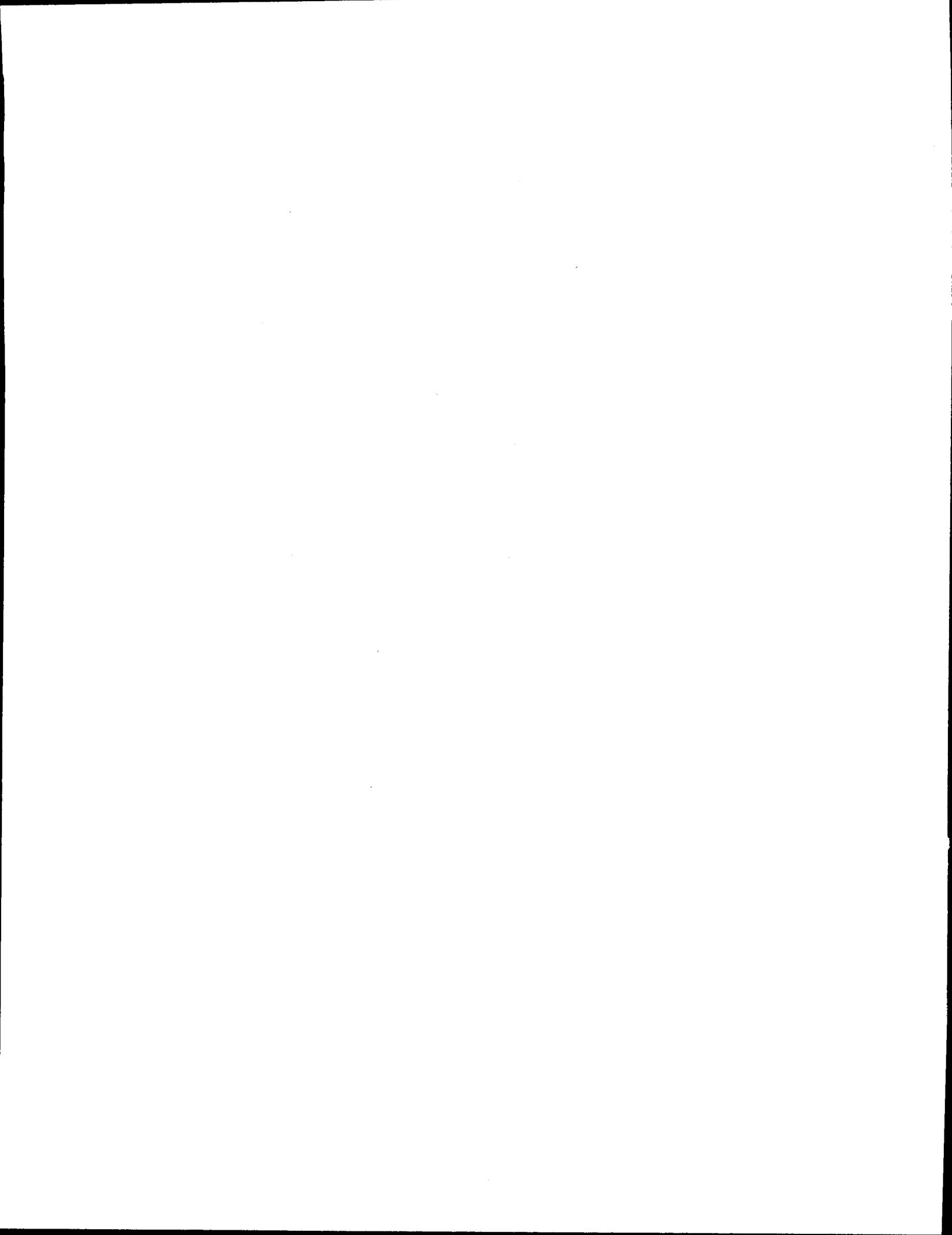
- The title of the Declarations has been revised to correspond with the new policy name.
- Name of Security Firm has been deleted as these firms generally are under contract with the company, thus reference in the Declarations is unnecessary. Information regarding the name of the insured's Service Provider(s) has been added.
- Retroactive Date has been amended to provide separate retroactive dates for Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.
- Insuring Agreements, Aggregate Limits of Insurance And Deductibles has been revised to include reference to new Insuring Agreements 3. Programming Errors And Omissions Liability, 7. Public Relations Expense and 8. Security Breach Expense. Also, the title to Insuring Agreement 2. is revised to Security Breach Liability and Insuring Agreement 5. to Extortion Threats.



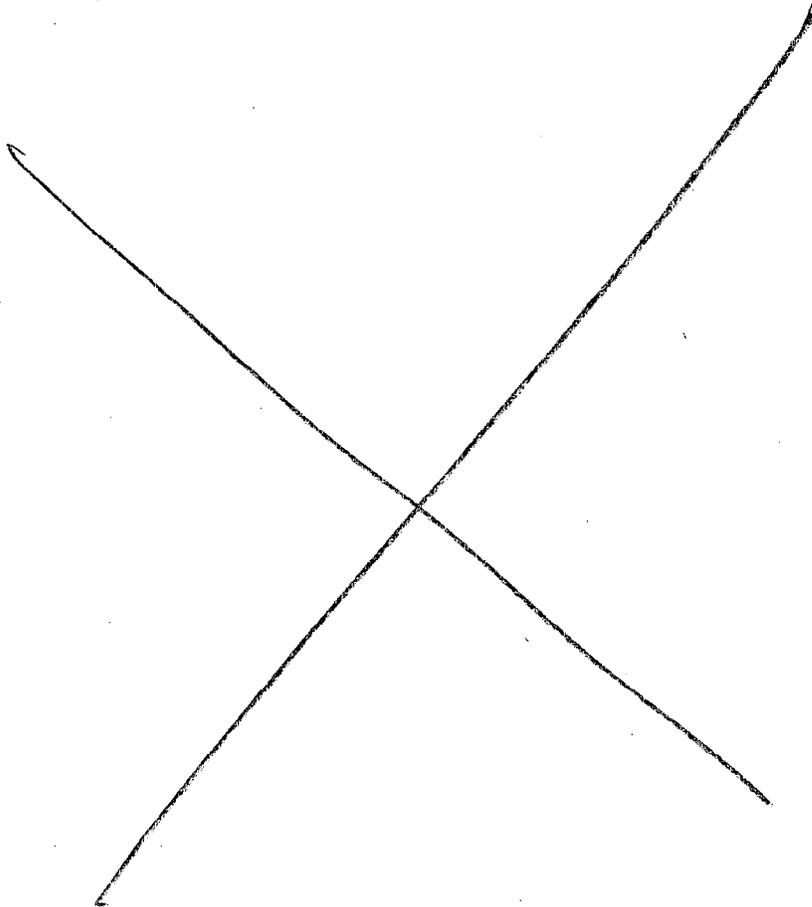
Section VI - Forms Attachment

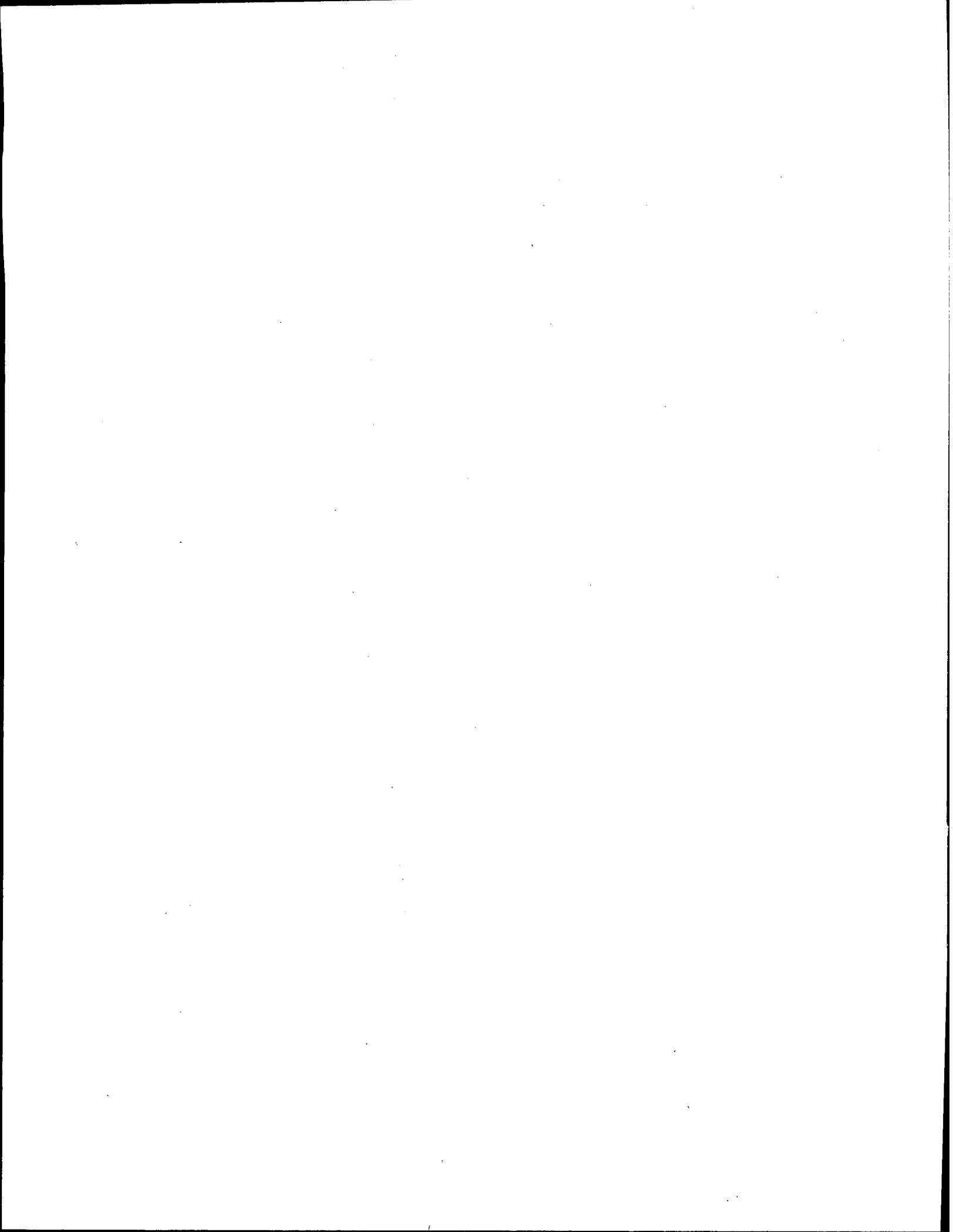
The following is a complete list of all forms included in this filing.

Form Number	Prior Edition Date	Form Title
EC 00 10 11 09	07 05	Information Security Protection Policy
EC 00 11 11 09	N/A	Financial Institutions Information Security Protection Policy
EC 10 01 11 09	07 05	Policy Changes
EC 10 02 11 09	07 05	Resident Agent Countersignature
EC 10 03 11 09	07 05	Nonbinding Arbitration
EC 10 04 11 09	07 05	Binding Arbitration
EC 10 05 11 09	07 05	Calculation Of Premium
EC 20 01 11 09	07 05	Supplemental Extended Reporting Period
EC 20 02 11 09	07 05	Include Specified Individuals As Employees
EC 20 03 11 09	07 05	Amend Territory Condition For Wrongful Acts Or Suits
EC 20 04 11 09	07 05	Amend Territory Condition - Suits Worldwide
EC 20 05 11 09	07 05	Agreed Value For Business Income Loss
EC 20 06 11 09	N/A	Amend Definition Of Security Breach
EC 20 07 11 09	N/A	Exclusion - Regulatory Agency
EC 20 08 11 09	N/A	Include Retroactive Date For Named Subsidiary(ies)
EC 21 01 11 09	01 08	Cap On Losses From Certified Acts Of Terrorism
EC 21 03 11 09	01 08	Exclusion Of Certified Acts Of Terrorism
EC 21 05 11 09	01 08	Disclosure Pursuant To Terrorism Risk Insurance Act
EC 21 08 11 09	07 06	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)



EC 21 09 11 09	07 06	Exclusion Of Terrorism
EC 21 10 11 09	07 06	Extended Reporting Period For Terrorism Coverage
EC AP 01 11 09	08 05	Application For Information Security Protection Policy
EC AP 11 11 09	N/A	Application For Financial Institutions Information Security Protection Policy
EC DS 01 11 09	07 05	Information Security Protection Policy Declarations
EC DS 11 11 09	N/A	Financial Institutions Information Security Protection Policy Declarations





POLICY NUMBER:

E-COMMERCE
EC 10 01 11 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY/INTERNET LIABILITY AND NETWORK PROTECTION POLICY

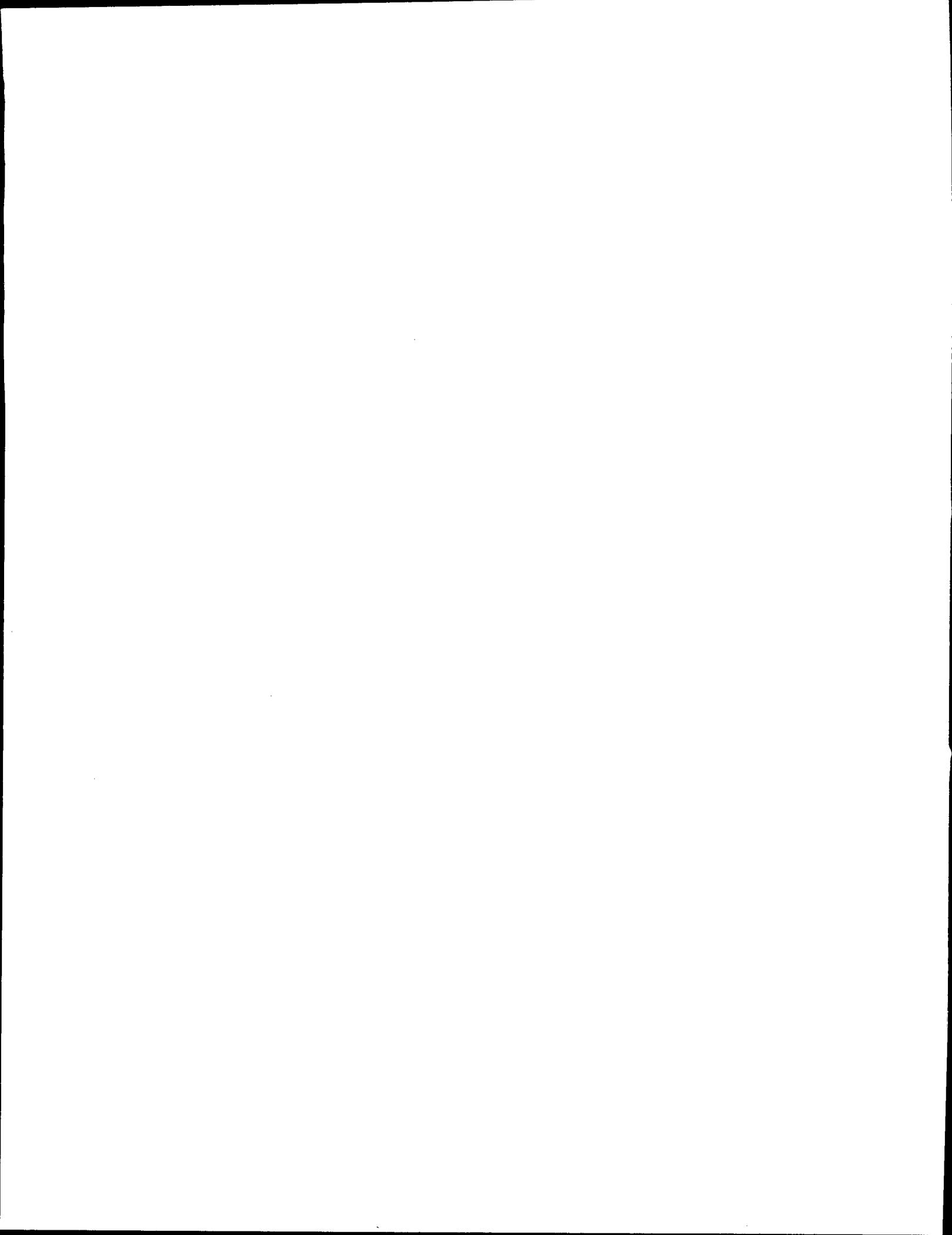
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Policy Change Number:
Policy Changes Effective:
Company:
"Named Insured":
Authorized Representative:
Insuring Agreements Affected:
Changes:

Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

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POLICY NUMBER:

E-COMMERCE
EC 10 02 11 09

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

Policy Number:
Company:
Named Organization:

State	Premium
	\$
	\$
	\$

Authorized Representative
<u>Name:</u>
<u>Title:</u>
<u>Signature:</u>
<u>Date:</u>

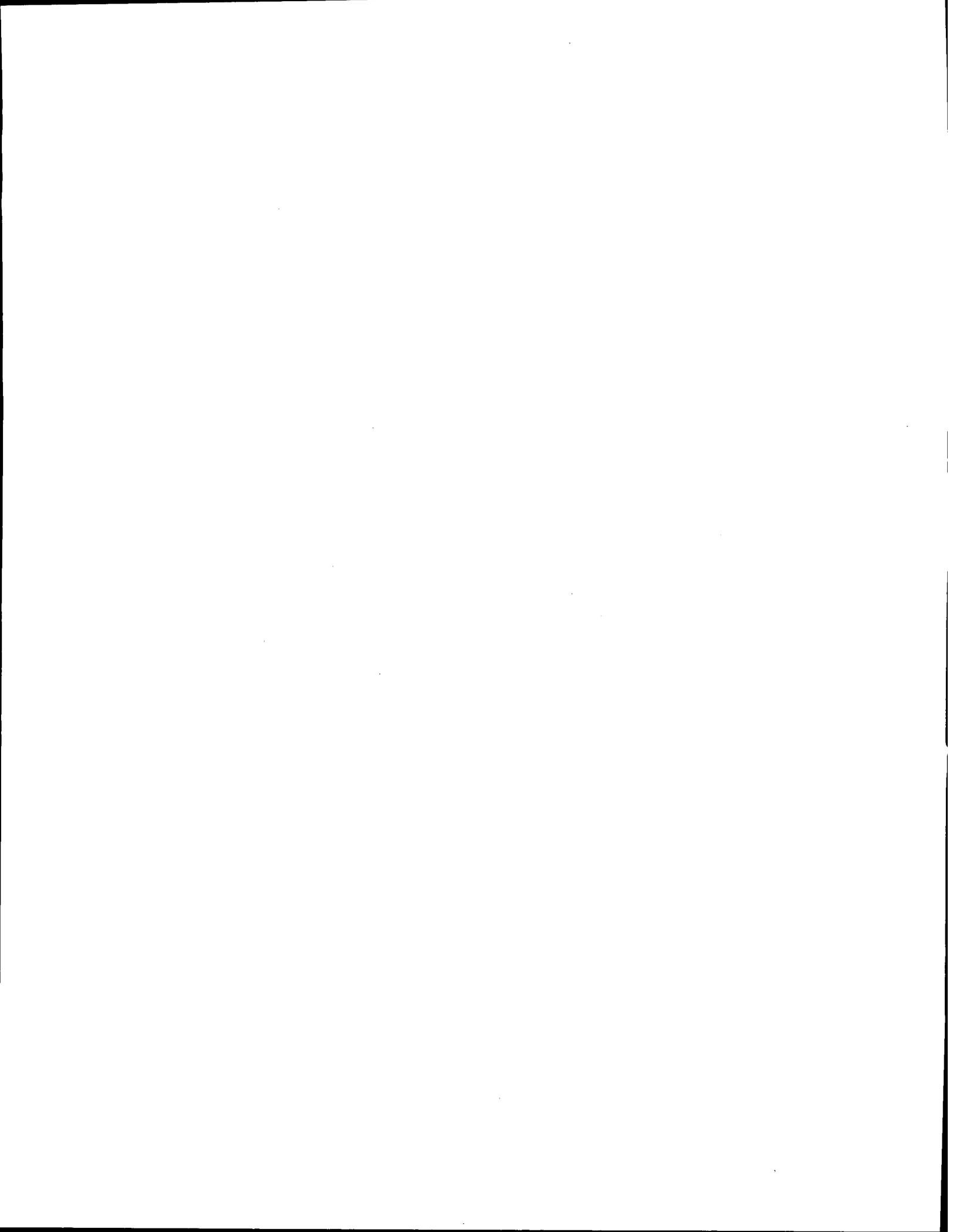
The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature _____
(month, day and year)

Licensed Resident Agent

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

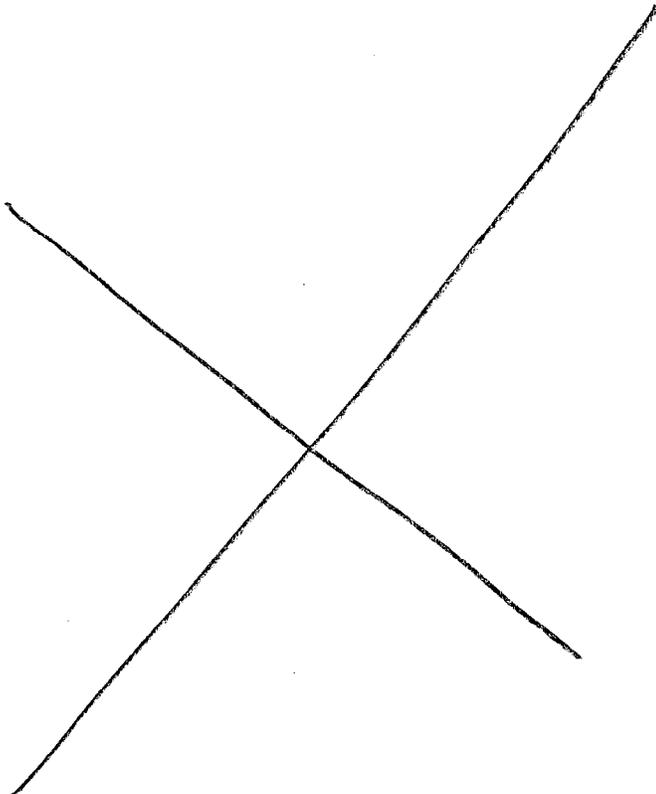
If we and the first "named insured" do not agree whether coverage is provided under this policy for a "claim" made against any "named insured", then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the third within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

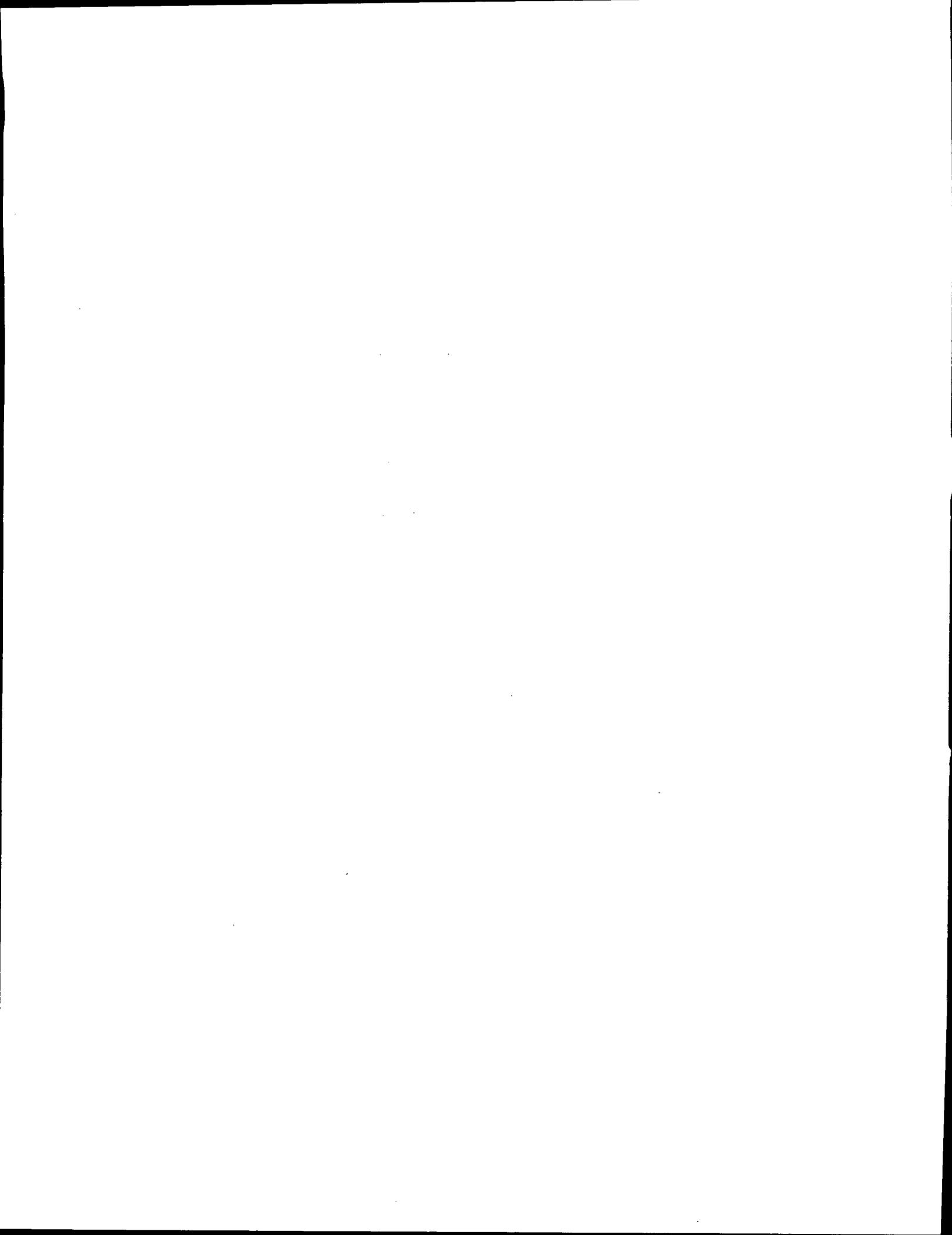
1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by any two of the arbitrators may be appealed to a court of competent jurisdiction.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

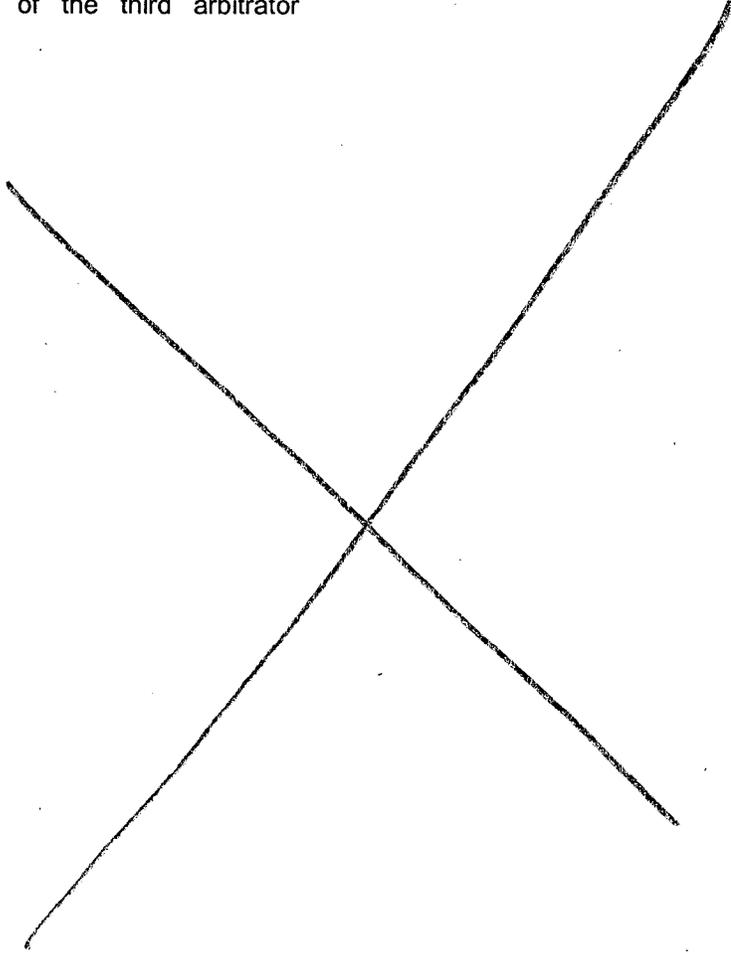
If we and the first "named insured" do not agree whether coverage is provided under this policy for a "claim" made against any "named insured", then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the third within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two of the arbitrators will be binding.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

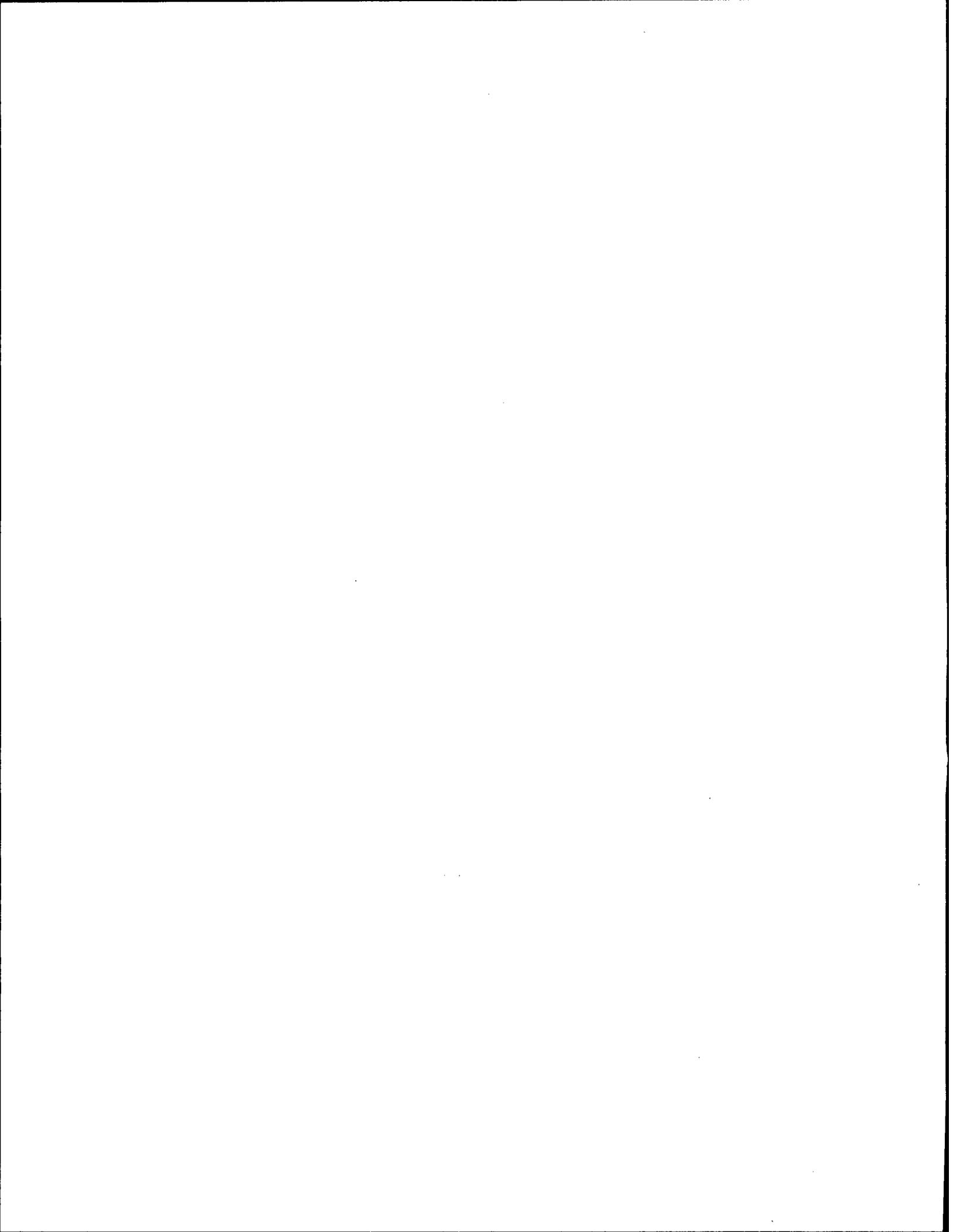
FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

The following is added to the policy:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY/INTERNET LIABILITY AND NETWORK PROTECTION POLICY

SCHEDULE

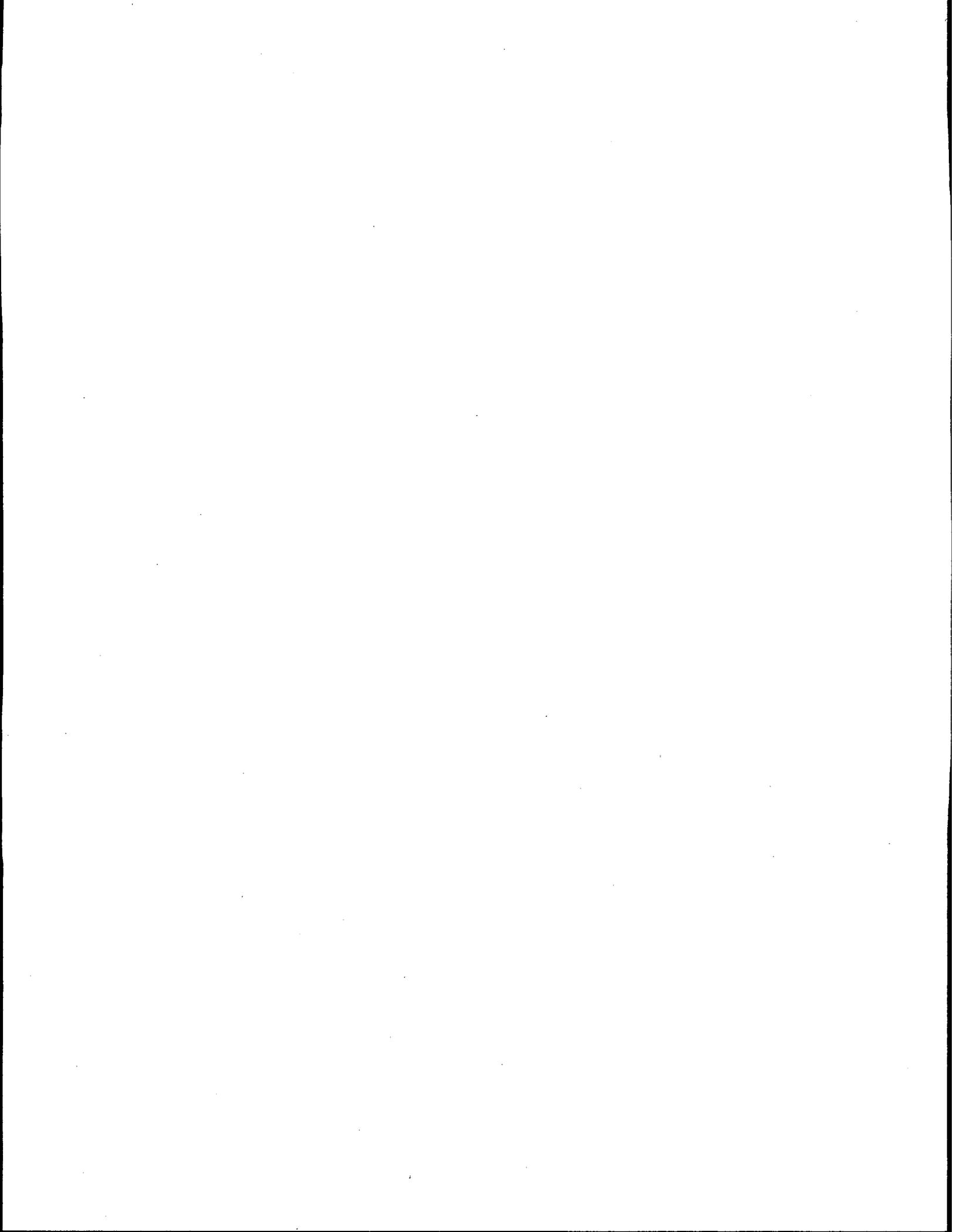
Effective Date Of Endorsement:
Supplemental Extended Reporting Period:
Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This Supplemental Extended Reporting Period Endorsement is provided, as described in Section VI, Paragraph ~~16.b. Supplemental Extended Reporting Period~~ Paragraph b. of the Extended Reporting Periods Condition of the Section VI – Conditions and applies for the period of time shown in the Schedule.

B. This endorsement will not take effect unless the additional premium for it is paid, as required in Section VI, Paragraph ~~16.b.~~ Paragraph b. of the Extended Reporting Periods Condition of Section VI – Conditions. Once in effect, this endorsement may not be cancelled. The premium for this endorsement will be deemed fully earned as of the date it is purchased.

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POLICY NUMBER:

E-COMMERCE
EC 20 02 11 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE SPECIFIED INDIVIDUALS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

SCHEDULE

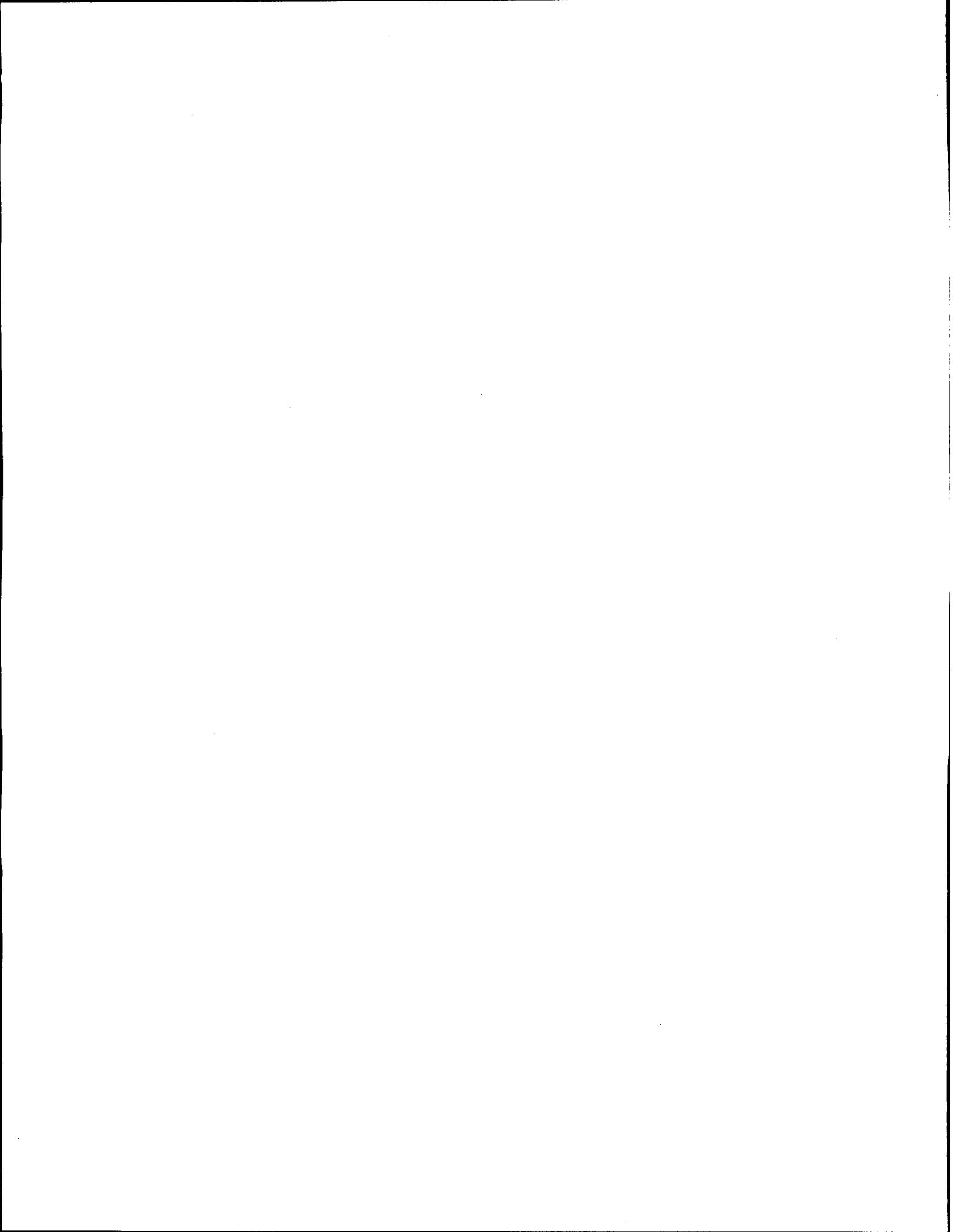
A. Name(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Paragraph ~~10~~. The definition of "Employee" in **Section VII – Definitions** is amended as follows:
"Employee" ~~is amended to also include~~ any natural person shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND TERRITORY CONDITION FOR WRONGFUL ACTS OR SUITS

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

SCHEDULE

A. Exclude Certain Territories For "Wrongful Act":
B. Include Certain Territories For Bringing "Suit":
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following amends Paragraph ~~18~~ the Territory Condition in **Section VI – Conditions** as respects "wrongful acts":

Insuring Agreements ~~1.A~~— Web Site Publishing Liability, and Insuring Agreement ~~2.B~~— Network Security Breach Liability and ~~3~~. Programming Errors And Omissions Liability, provide coverage for "wrongful acts" occurring anywhere in the world except as shown in Part A. of the Schedule.

B. The following amends Paragraph ~~18~~ the Territory Condition in **Section VI – Conditions** as respects "suits":

"Suits" must be brought in the United States (including its territories and possessions), Puerto Rico, Canada and any territory shown in Part B. of the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND TERRITORY CONDITION – SUITS WORLDWIDE

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY; INTERNET LIABILITY AND NETWORK PROTECTION POLICY

1. Paragraph ~~18~~. The Territory Condition in **Section VI – Conditions** is replaced by the following:

18. Territory

This policy covers "wrongful acts" which occurred anywhere in the world. "Suits" may be brought anywhere in the world.

2. Paragraph ~~25~~. The definition of "Suit" in **Section VII – Definitions** is replaced by the following:

3025. "Suit" means a civil proceeding in which damages to which this insurance policy applies are claimed against the "insured". "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" submits with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGREED VALUE FOR BUSINESS INCOME LOSS EN- DORSEMENT

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

SCHEDULE

A. Agreed Value Hourly Amount:	A. \$	Per Hour
B. Waiting Period Deductible:	B.	Hours

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Section II – Limits Of Insurance:

3. Limit Of Insurance – Business Income And Extra Expense

Under Insuring Agreement 6.E – Business Income And Extra Expense, we will pay only that amount of "business income" "loss" which is the lesser of:

- (a) The amount calculated based upon the aAgreed vValue fFormula; or
- (b) Your actual "business income" "loss".

The most we will pay under this insuring agreement during the "policy period" is the Insuring Agreement Aggregate Limit of Insurance shown in the Declarations.

B. Paragraph 1.c2. in Section III – Deductible is replaced by the following:

c.2. Under Insuring Agreement 6.E – Business Income And Extra Expense, we will pay only the amount of "loss" calculated in accordance with Paragraph C. below, which applies the Waiting Period Deductible (shown in the Schedule above) to the total number of hours of "interruption".

C. Paragraph b. of Condition 15. the Valuation – Settlement Condition in Section VI. Conditions is deleted and replaced by the following:

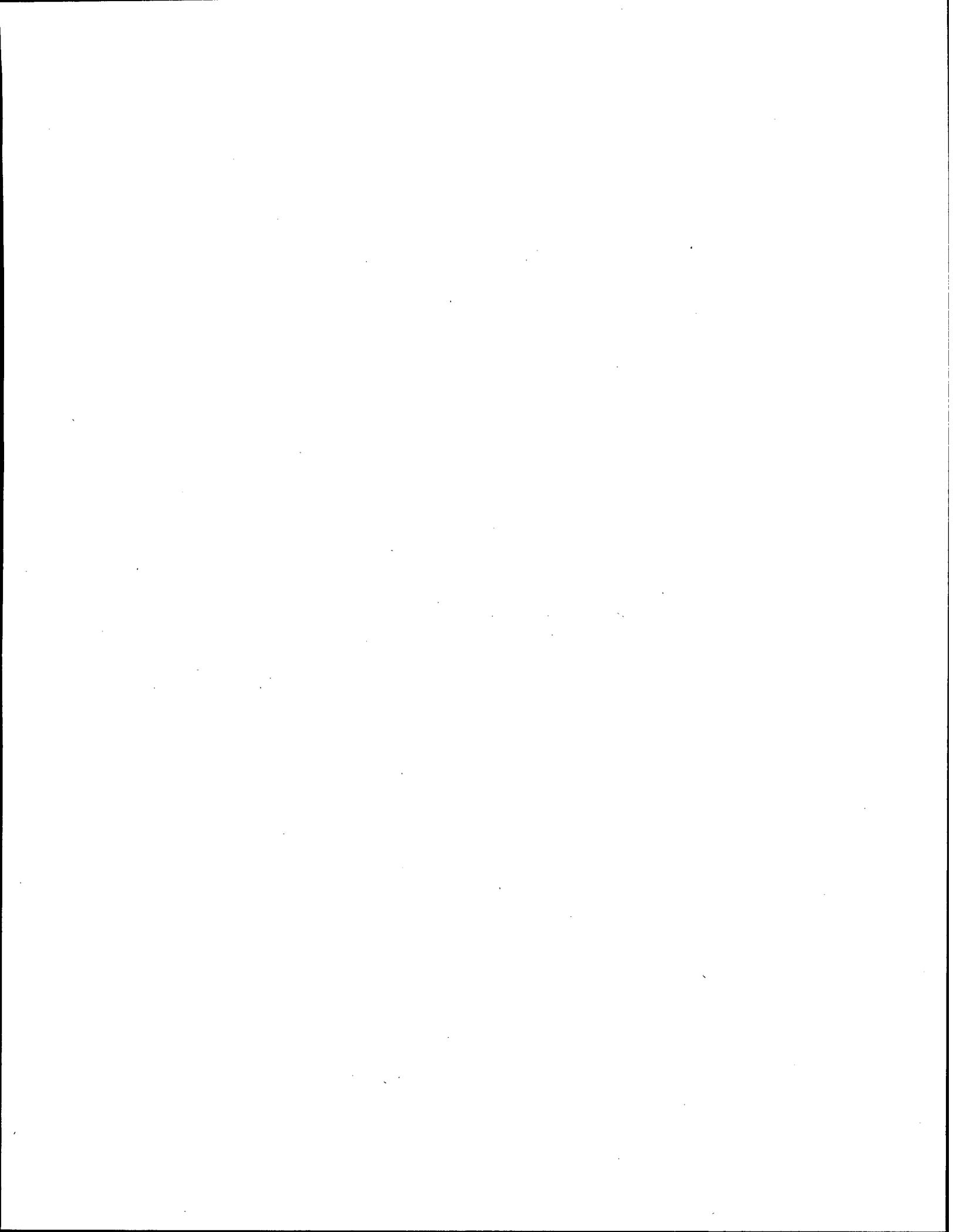
b. With respect to "business income" "loss" under Insuring Agreement 6.E – Business Income And Extra Expense:

- (1) The amount of "business income" "loss" payable to you will be determined by first calculating the Agreed Value Formula.
- (2) A "business income" "loss" payable under the Agreed Value Formula is calculated by subtracting the number of hours elected for the Waiting Period Deductible (shown in the Schedule above) from the total number of hours of "interruption" of your "e-commerce activities". The resulting number of hours is then multiplied by the Agreed Value Hourly Amount (shown in the Schedule above).

However, the amount of "business income" will be reduced to the extent that the reduction in the volume of business from the affected "e-commerce activities" is offset by an increase in the volume of business from other channels of commerce such as via telephone, mail or other sources.

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c. With respect to "extra expense" under Insuring Agreement ~~6.E~~— Business Income And Extra Expense, the amount of "extra expense" will be determined based on:

- (1) Necessary expenses that exceed the normal operating expenses that would have been incurred in the course of your "e-commerce activities" during the period of coverage if no "interruption" had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the period of coverage, once your "e-commerce activities" are resumed; and
- (2) Necessary expenses that reduce the "business income" "loss" that otherwise would have been incurred during the period of coverage.

D. Example using the Agreed Value Formula:

When

The Agreed Value Hourly Amount

elected is: \$1,500 per hour

The Waiting Period Deductible

elected is: 4four hours

Under the Agreed Value Formula if, due to an "e-commerce incident" or an "extortion threat", the insured's "e-commerce activities" are suspended for a total of 8eight hours whereby the insured incurs \$8,000 in "business income" "loss", the amount payable would be the lesser of:

- (a) The result of the amount calculated based upon the Agreed Value Formula; or
- (b) The actual "business income" "loss" incurred.

Under this example, the amount payable is \$6,000.

Calculating the Agreed Value Formula:

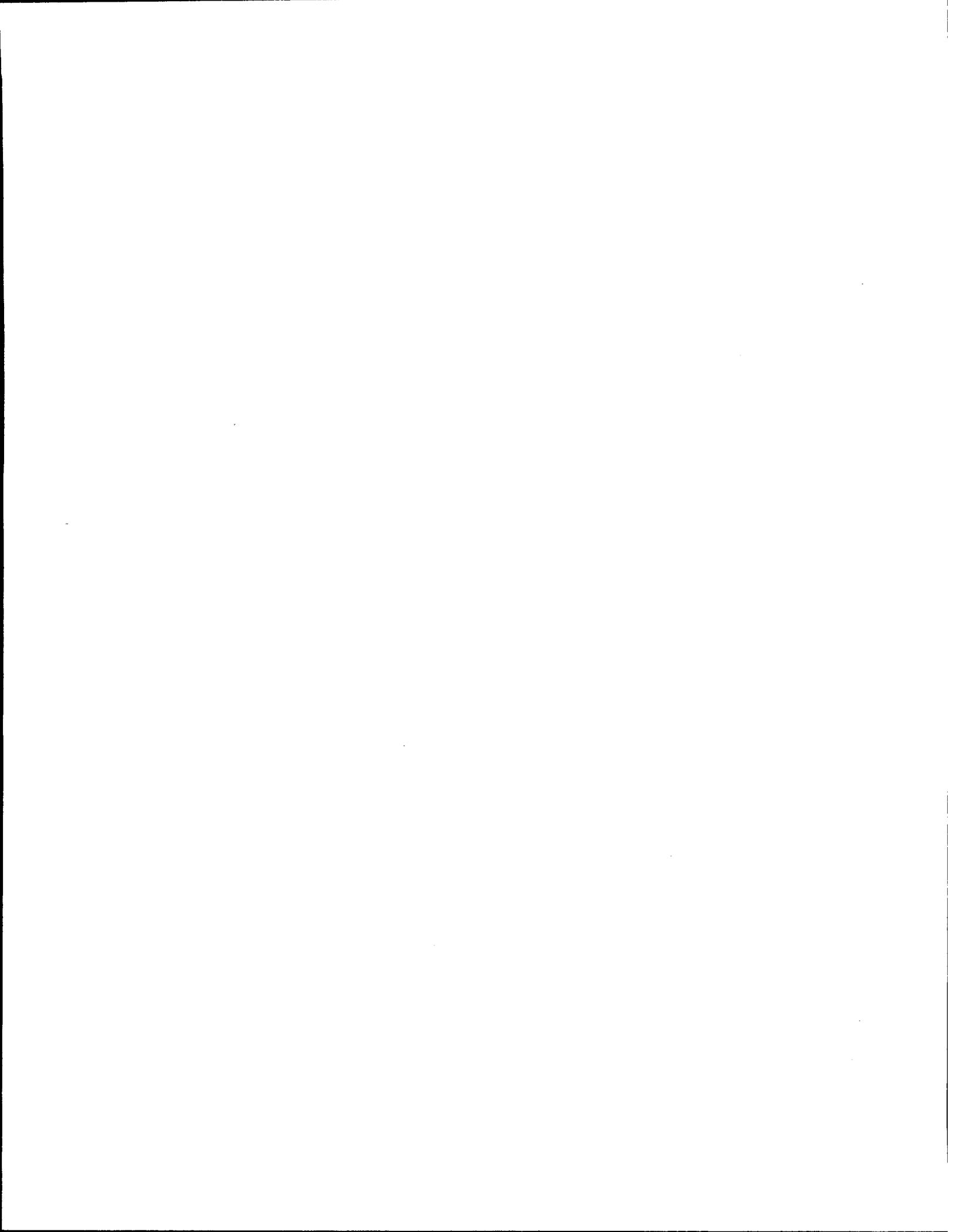
Step (1): Subtract the Waiting Period Deductible from the total hours of "interruption" [8eight hours (total interruption) minus 4four hours (Waiting Period Deductible) = 4four hours].

Step (2): Multiply the result from Step (1) by the Agreed Value Hourly Amount [4four hours x \$1,500 = \$6,000].

Step (3): Compare the result from Step (2) [\$6,000] with the total dollar amount of "business income" "loss" incurred [\$8,000]. The lesser amount [\$6,000] is the amount payable.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF SECURITY BREACH

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY PROTECTION POLICY

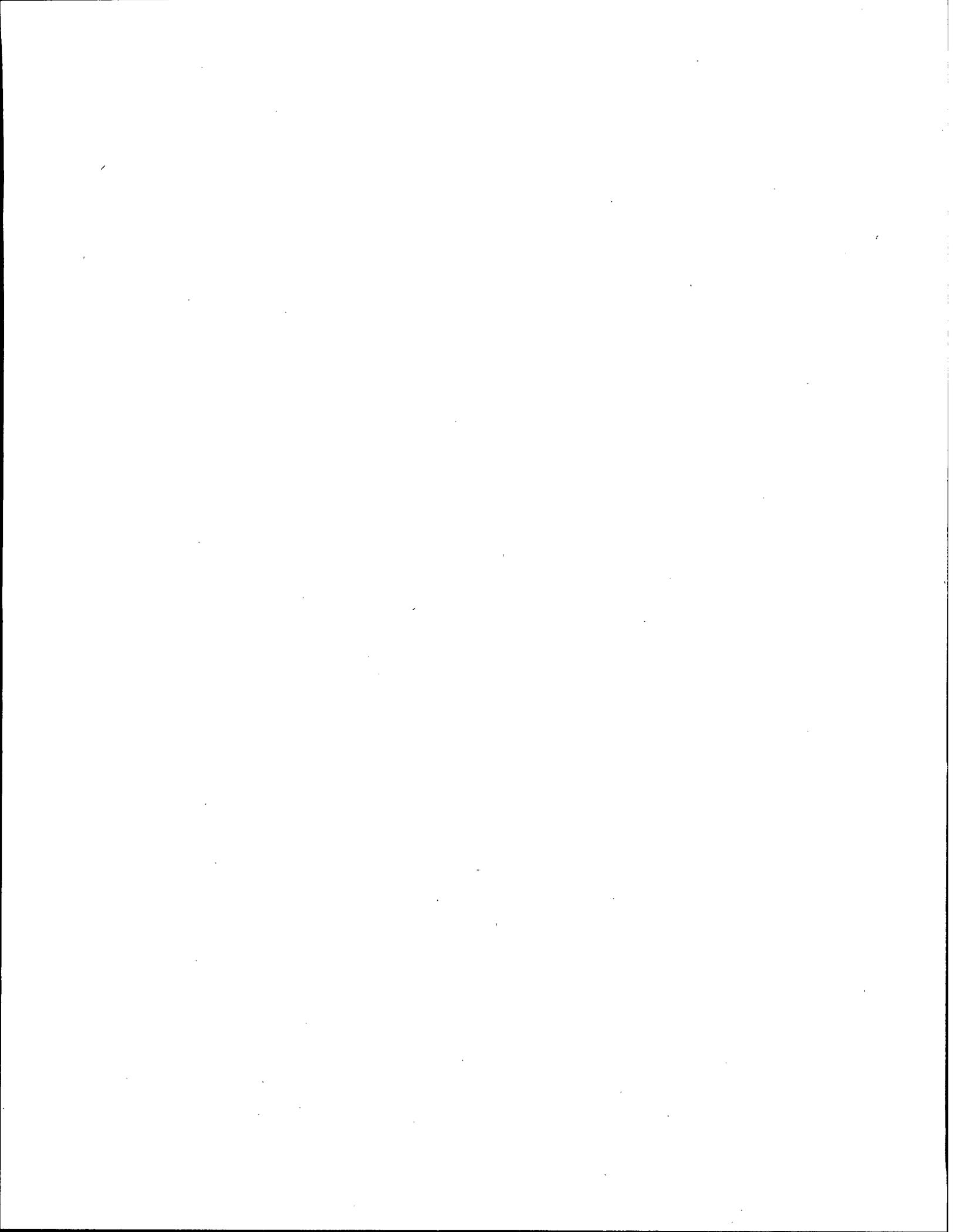
The definition of "security breach" in **Section VII – Definitions** is replaced by the following:

"Security breach" means:

- a. The acquisition of "personal information" held within the "computer system" by a person who is not authorized to have access to such information; or
- b. The acquisition of "personal information" held within the "computer system" by a person authorized to have access to such information but which results in the unauthorized disclosure of such information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – REGULATORY AGENCY

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY

1. The following is added to Section V – Exclusions:

We will not be liable for "loss" or "defense expenses" based upon, attributable to or arising out of any action or proceeding brought by or on behalf of any "regulatory agency" including, but not limited to, any type of action which any such "regulatory agency" may bring as receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, in its own name, or by or on behalf of such "regulatory agency" in the name of any other entity, or solely in the name of any third party.

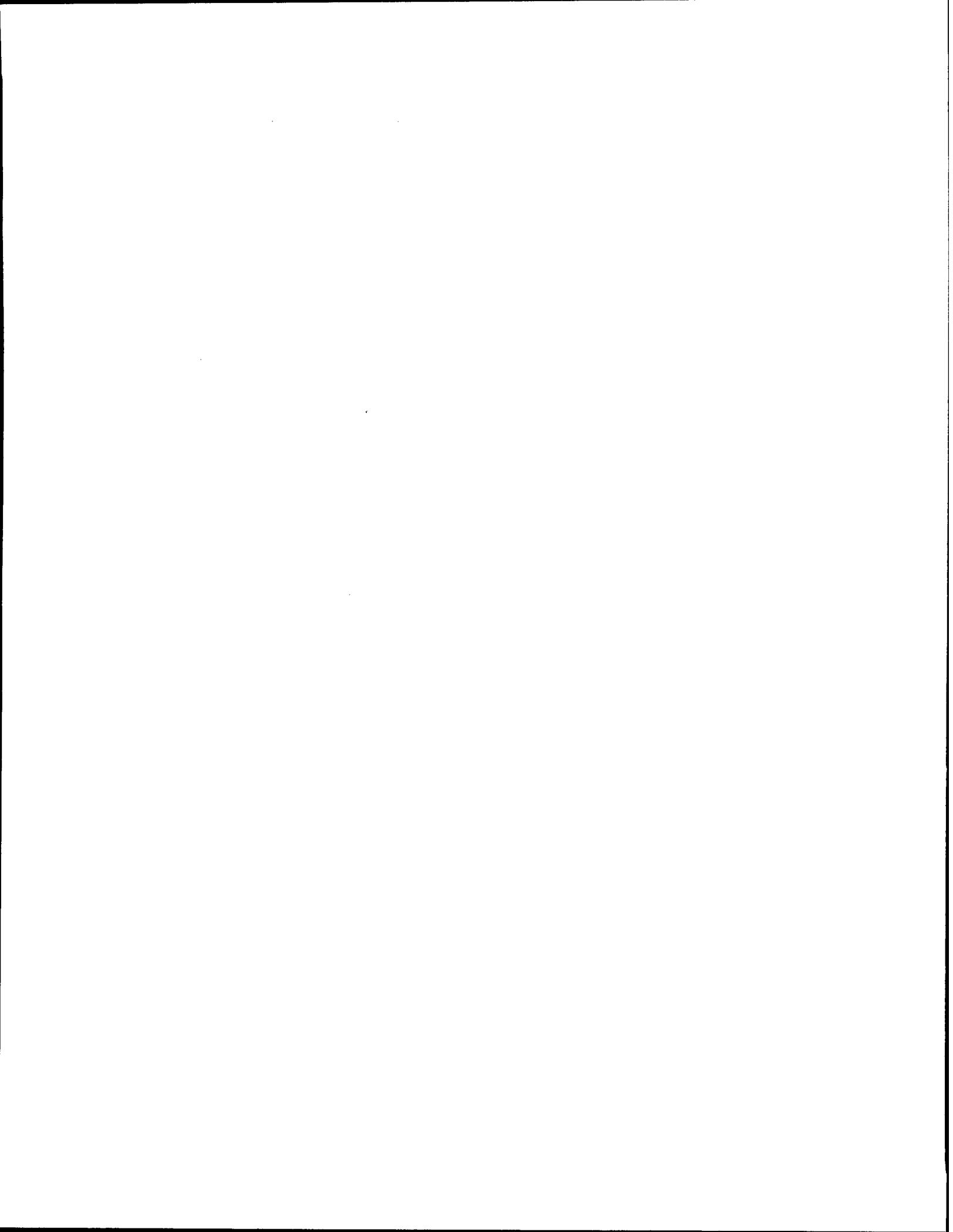
2. The following is added to Section VII – Definitions:

"Regulatory agency" means any federal or state regulatory or supervisory agency, deposit insurance organization, self-regulatory agency, or any equivalent regulatory agency.

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POLICY NUMBER:

E-COMMERCE
EC 20 08 11 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE RETROACTIVE DATE FOR NAMED
SUBSIDIARY(IES)**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY PROTECTION POLICY

SCHEDULE

Effective Date Of Endorsement:	
Name Of "Subsidiary"	Retroactive Date
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For each "subsidiary" shown in the Schedule:

1. The coverage, terms and conditions of the attached policy apply to the "subsidiary". However, we will not be liable for "loss" or "defense expenses" under Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability, if coverage is carried hereunder, based upon, attributable to or arising out of a "wrongful act" or "inter-related wrongful acts" that occurred before the appropriate Retroactive Date shown in the Schedule.

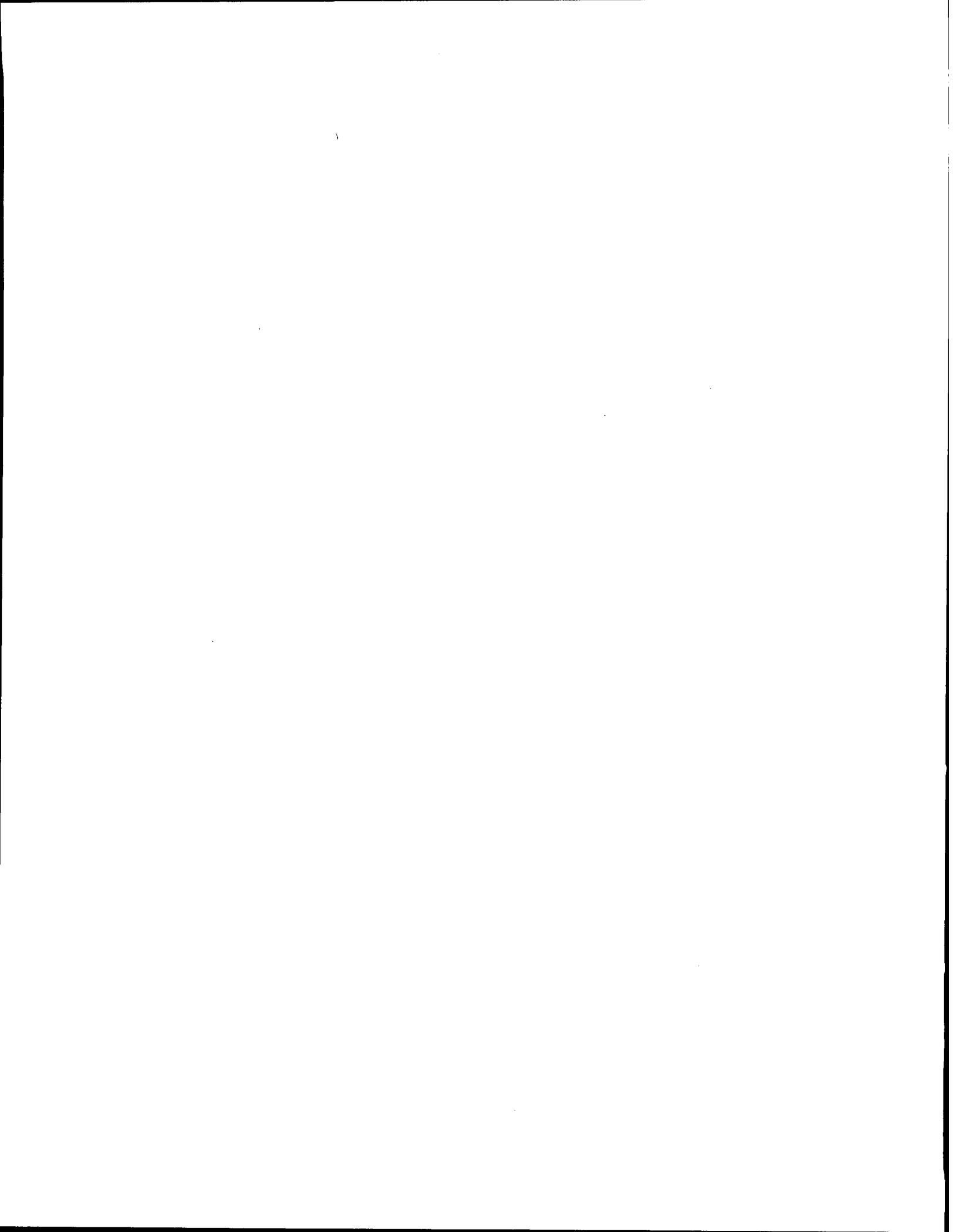
2. All references throughout the policy to the Retroactive Date shown in the Declarations shall be deemed to mean the Retroactive Date shown in the Schedule.

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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:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY/INTERNET LIABILITY AND NETWORK PROTECTION POLICY

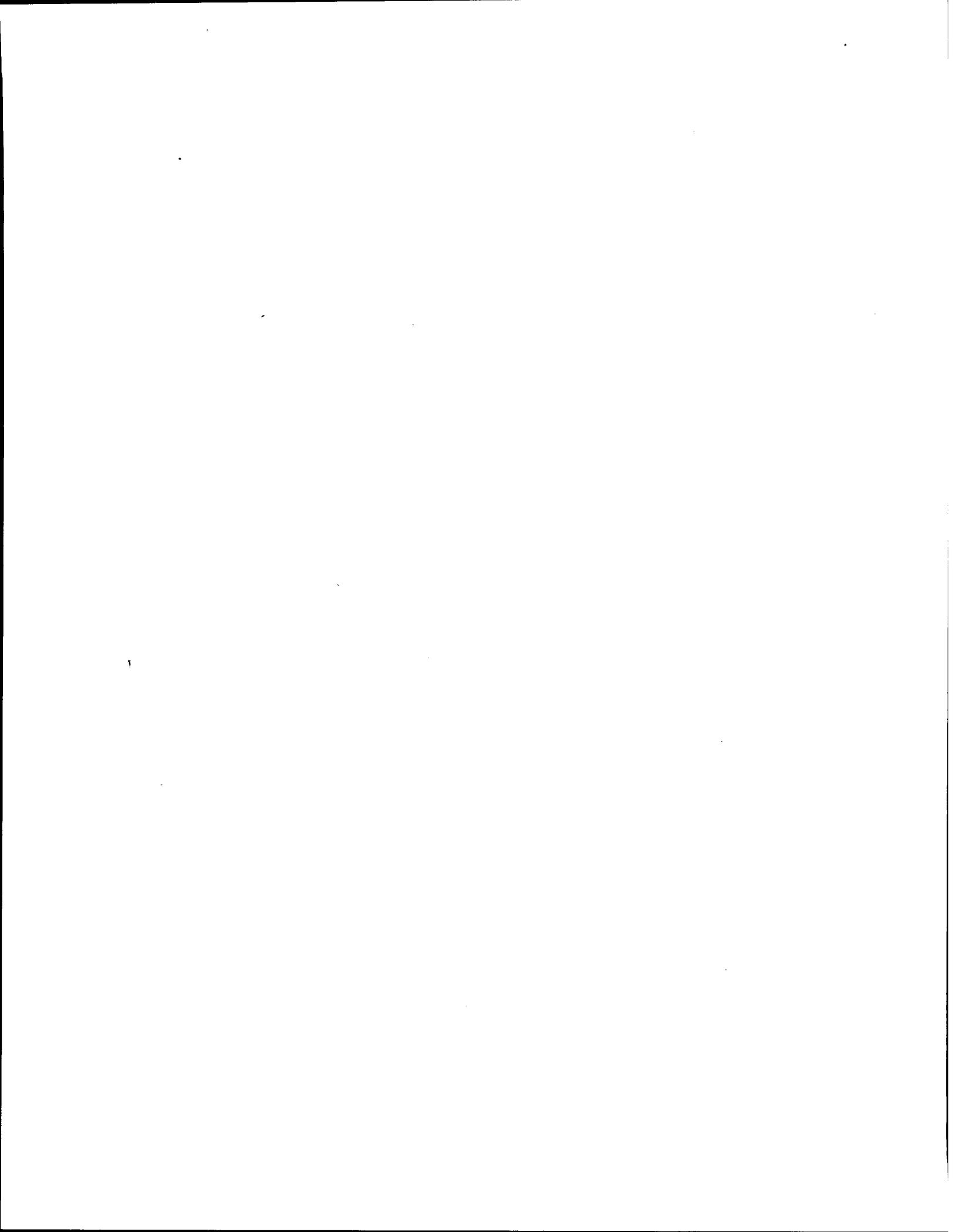
If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

A. The following ~~exclusion~~ is added to **Section V – Exclusions:**

We will not pay for any "loss" resulting from any "claim" based upon, attributable to or arising, directly or indirectly, out of "a certified act of terrorism".

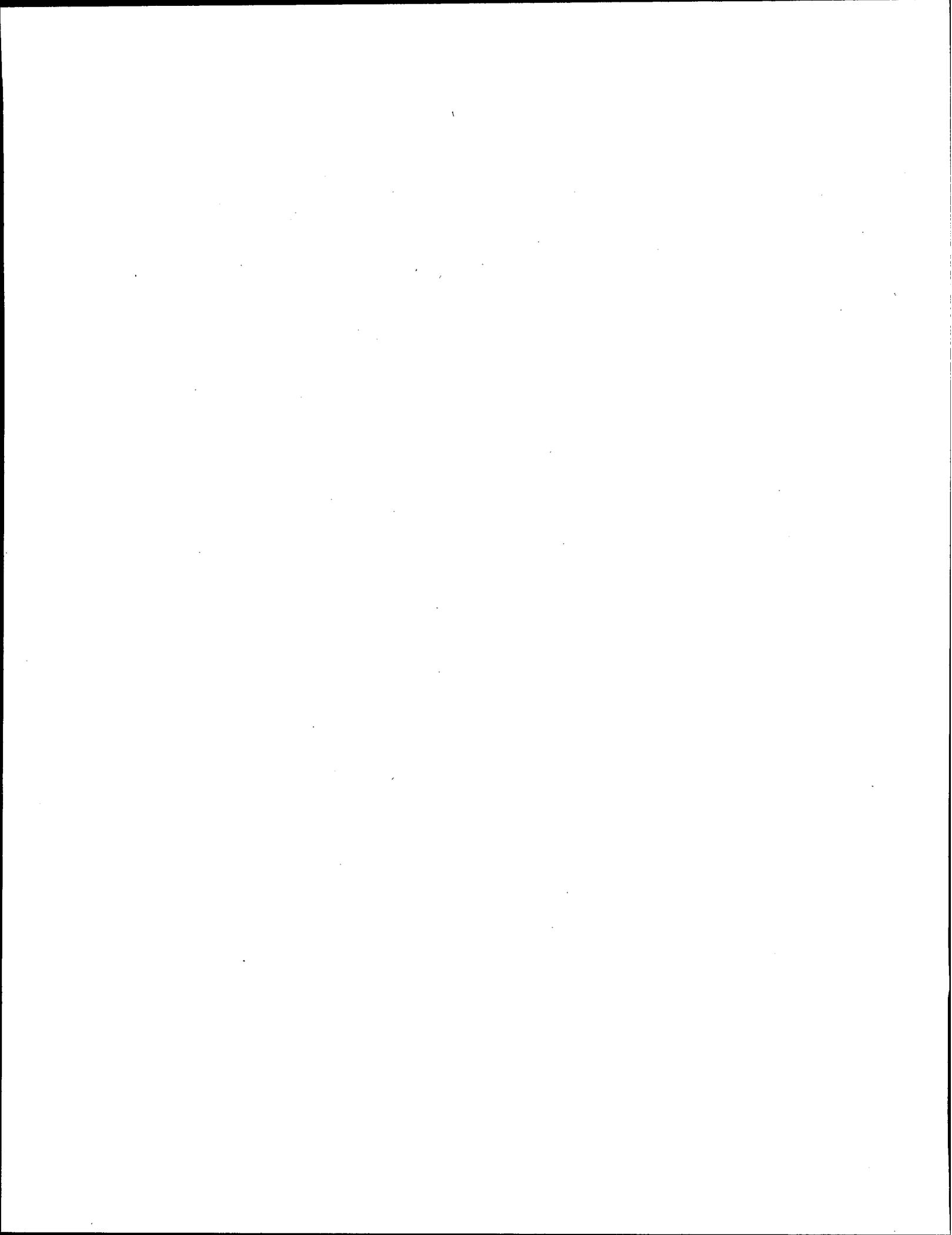
B. The following ~~definition~~ is added to **Section VII – Definitions:**

"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.

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DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts): \$

This premium is the total Certified Acts premium attributable to the

- Financial Institutions Information Security Protection Policy; or
- Information Security Internet Liability And Network Protection Policy;

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

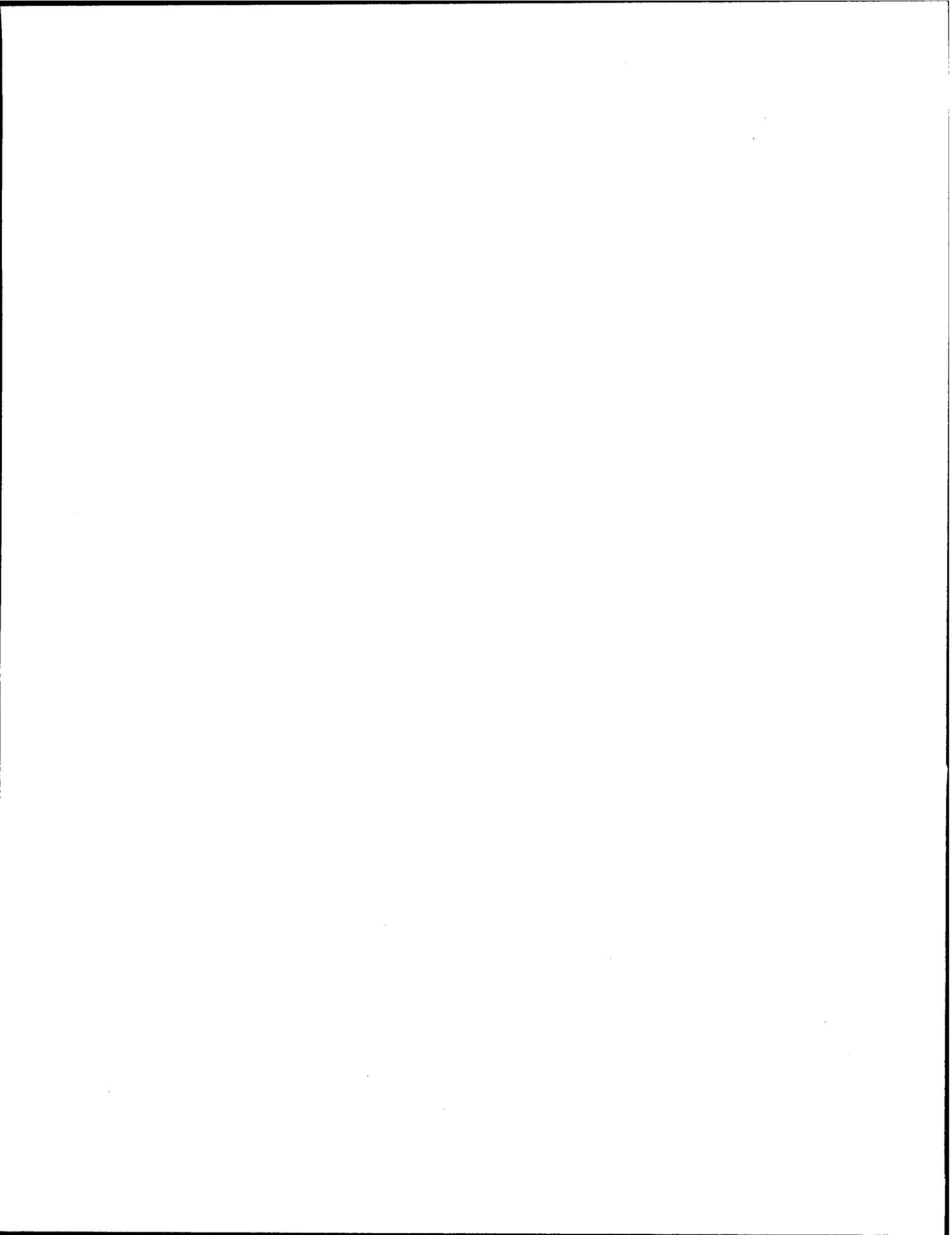
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the first date during this policy by which any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in a "claim" first being made against an "insured person" or the "company" on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added to Section VII – Definitions and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

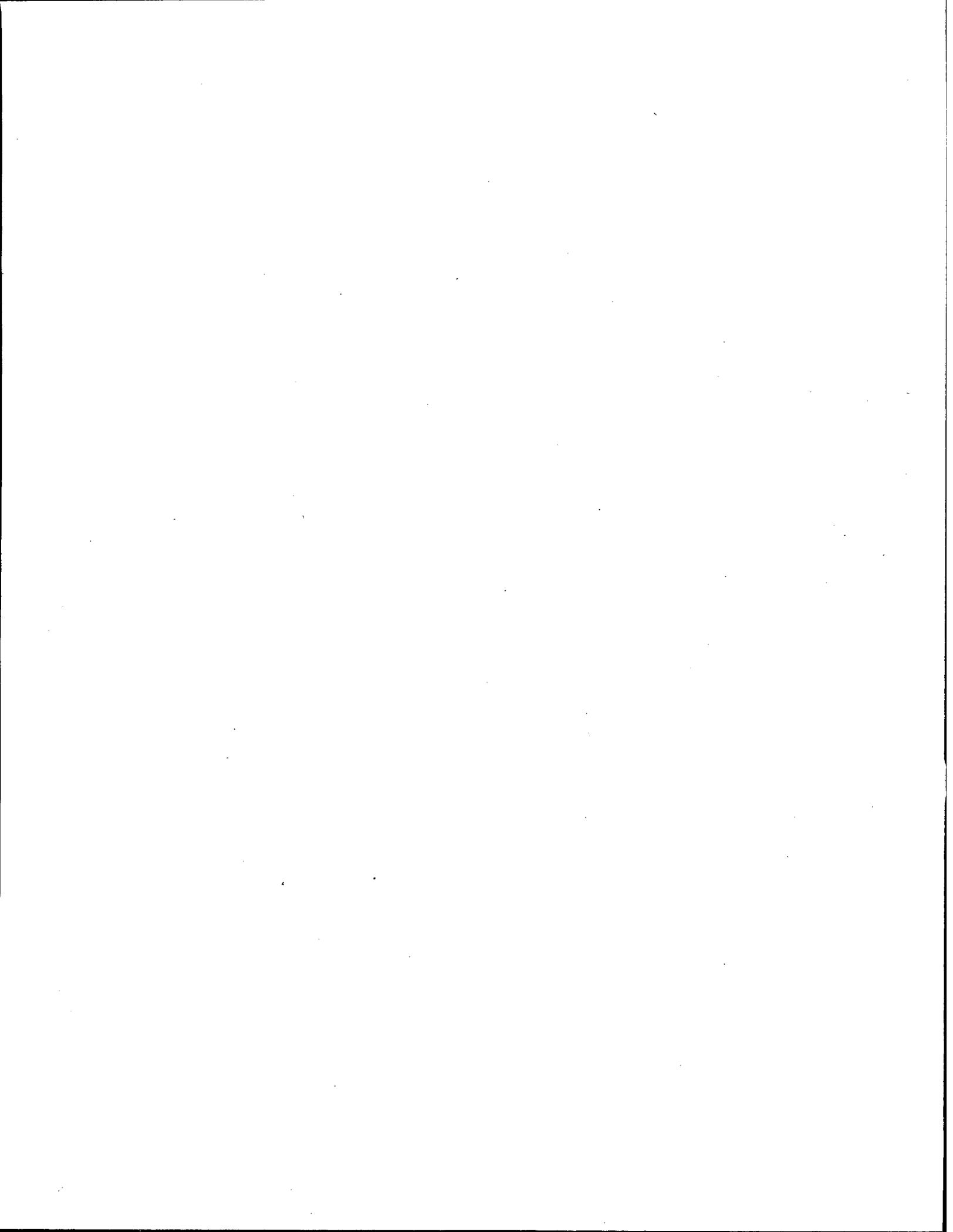
a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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- b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. With respect to this endorsement, Paragraph 3. in **Section V – Exclusions** is deleted.

D. The following ~~exclusion~~ is added to **Section V – Exclusions**:

EXCLUSION OF TERRORISM ~~Exclusion Of Terrorism~~

We will not pay for any "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such "loss". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

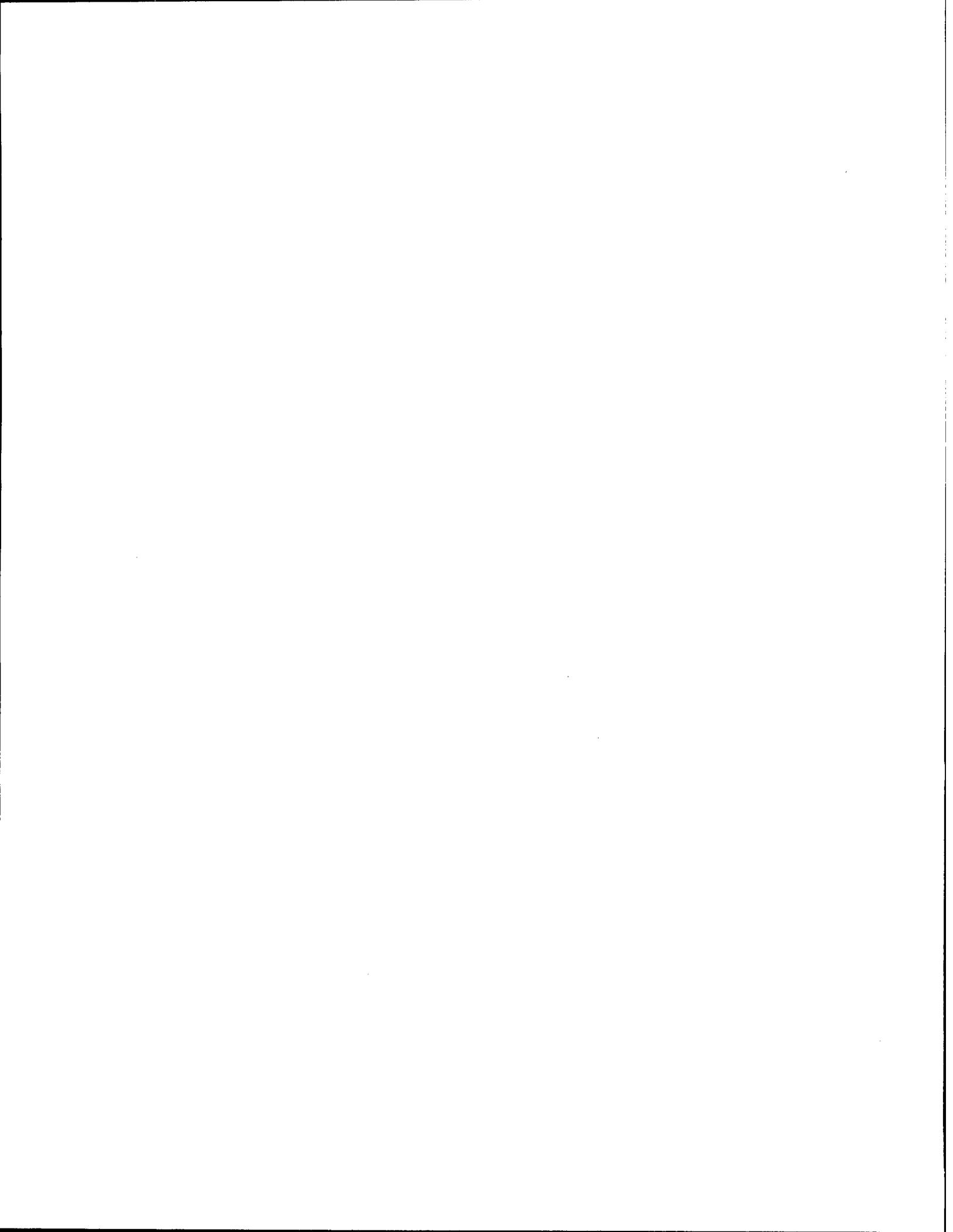
Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **D.5.** or **D.6.** are exceeded.

With respect to this Exclusion, Paragraphs **D.5.** and **D.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to any "loss" that is otherwise excluded under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

A. The following definition is added to **Section VII – Definitions** and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. With respect to this endorsement, Paragraph 3. in **Section V – Exclusions** is deleted.

C. The following exclusion is added to **Section V – Exclusions**:

EXCLUSION OF TERRORISM

We will not pay for any "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such "loss". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism"**:

1. The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
3. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

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4. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

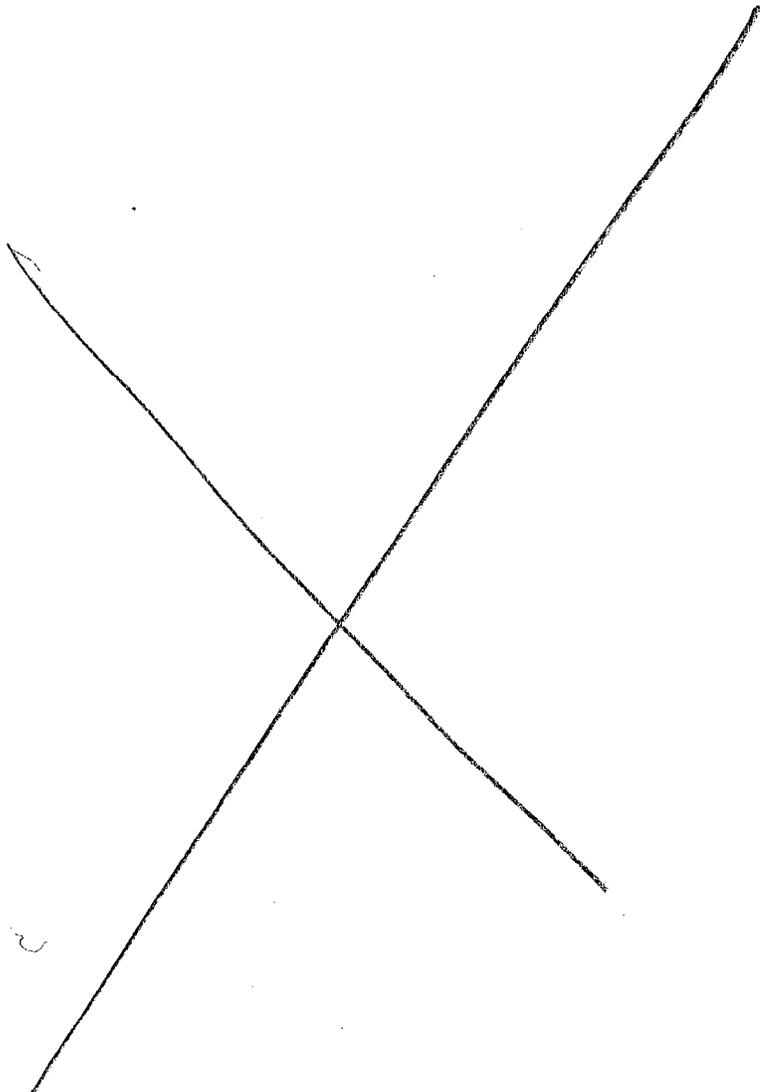
- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph C.3. or C.4. are exceeded.

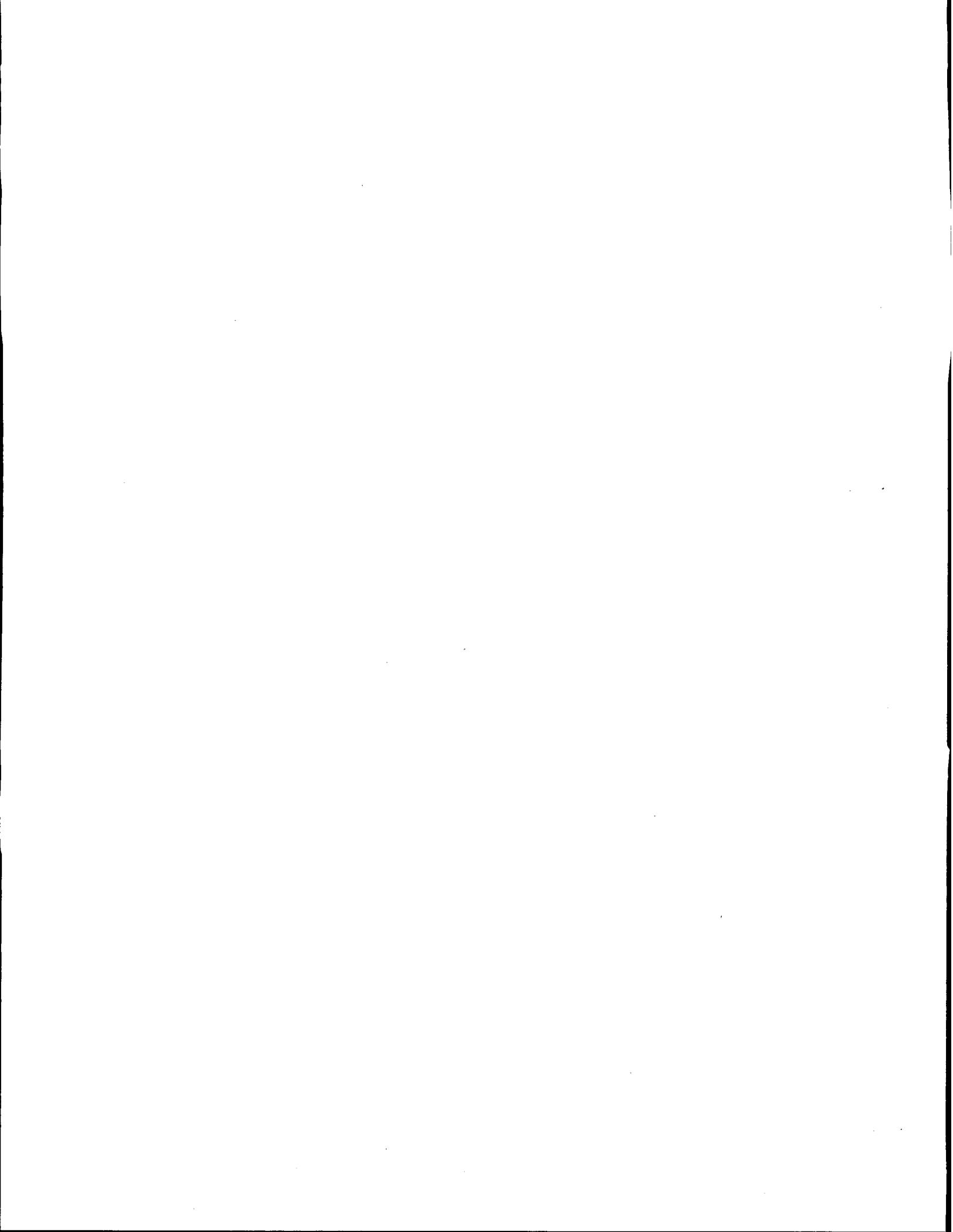
With respect to this Exclusion, Paragraphs C.3. and C.4. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to any "loss" that is otherwise excluded under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD FOR TERRORISM COVERAGE

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY
INFORMATION SECURITY/INTERNET LIABILITY AND NETWORK PROTECTION POLICY

As respects Insuring Agreements 1.A— Web Site Publishing Liability, and 2.B— Network Security Breach Liability and 3. Programming Errors And Omissions Liability only, the following provision is added and supersedes any provision to the contrary when an exclusion of terrorism contained in a Conditional Exclusion of Terrorism endorsement attached to this Policy goes into effect.

If:

- a. An incident of "terrorism" occurred before the conditional exclusion went into effect, but not before November 26, 2002;
- b. A "loss" resulting from a "claim" arising out of that incident would have been covered under the provisions of this insurance had the "claim" been made and reported to us prior to the conditional exclusion taking effect; and

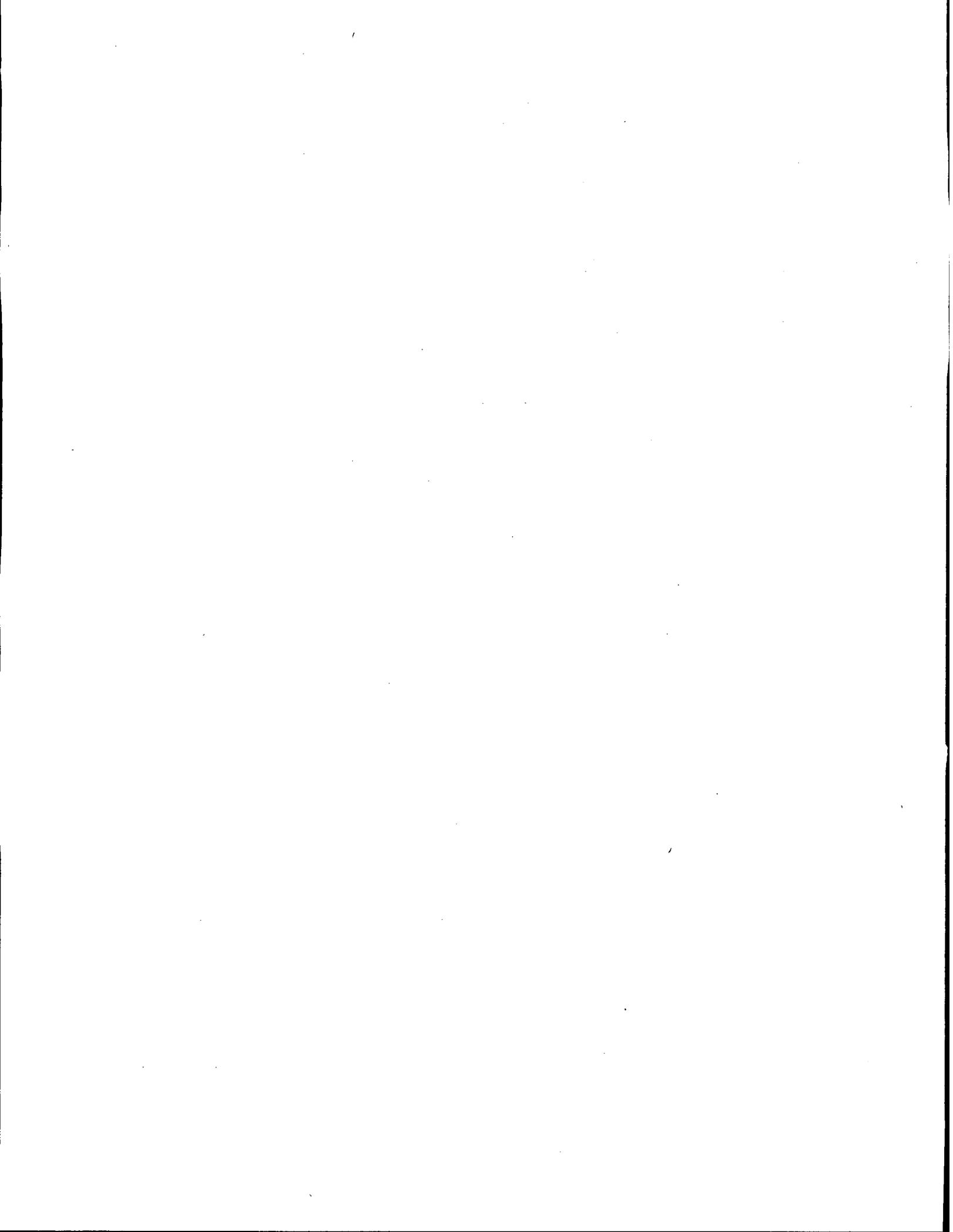
- c. That "claim" is arising out of the incident of "terrorism" and it is made within five years after the date the conditional exclusion went into effect; that "claim" will be considered to have been first made prior to the time that the conditional exclusion went into effect.

This provision does not apply to claims covered by subsequent insurance you purchase, or that would have been covered but for the exhaustion of the amount of insurance applicable to such claims.

The phrase, incident of "terrorism", means any incident of "terrorism" as defined in the Conditional Exclusion of Terrorism endorsement.

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INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

INSURING AGREEMENTS 1., 2. A AND 3.B OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE THE LIMIT OF INSURANCE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy 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 Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

SECTION I - INSURING AGREEMENTS

1. ~~Insuring Agreement A - Web Site Publishing Liability~~

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

2. ~~Insuring Agreement B - Network Security Breach Liability~~

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

3. Programming Errors And Omissions Liability

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

43. Insuring Agreement C - Replacement Or Restoration Of Electronic Data

We will pay for "loss" of "electronic data" or "computer programs" stored within ~~you~~ the "computer system" resulting directly from an "e-commerce incident" ~~which is both sustained and reported to us~~ during the "policy period".

54. Insuring Agreement D - Cyber-Extortion Threats

We will pay for "loss" resulting directly from an "extortion threat" ~~which is both communicated to you and reported to us~~ during the "policy period".

However, we will not pay for "extortion expenses" or "ransom payments" which are part of a series of related threats that began prior to the "policy period".

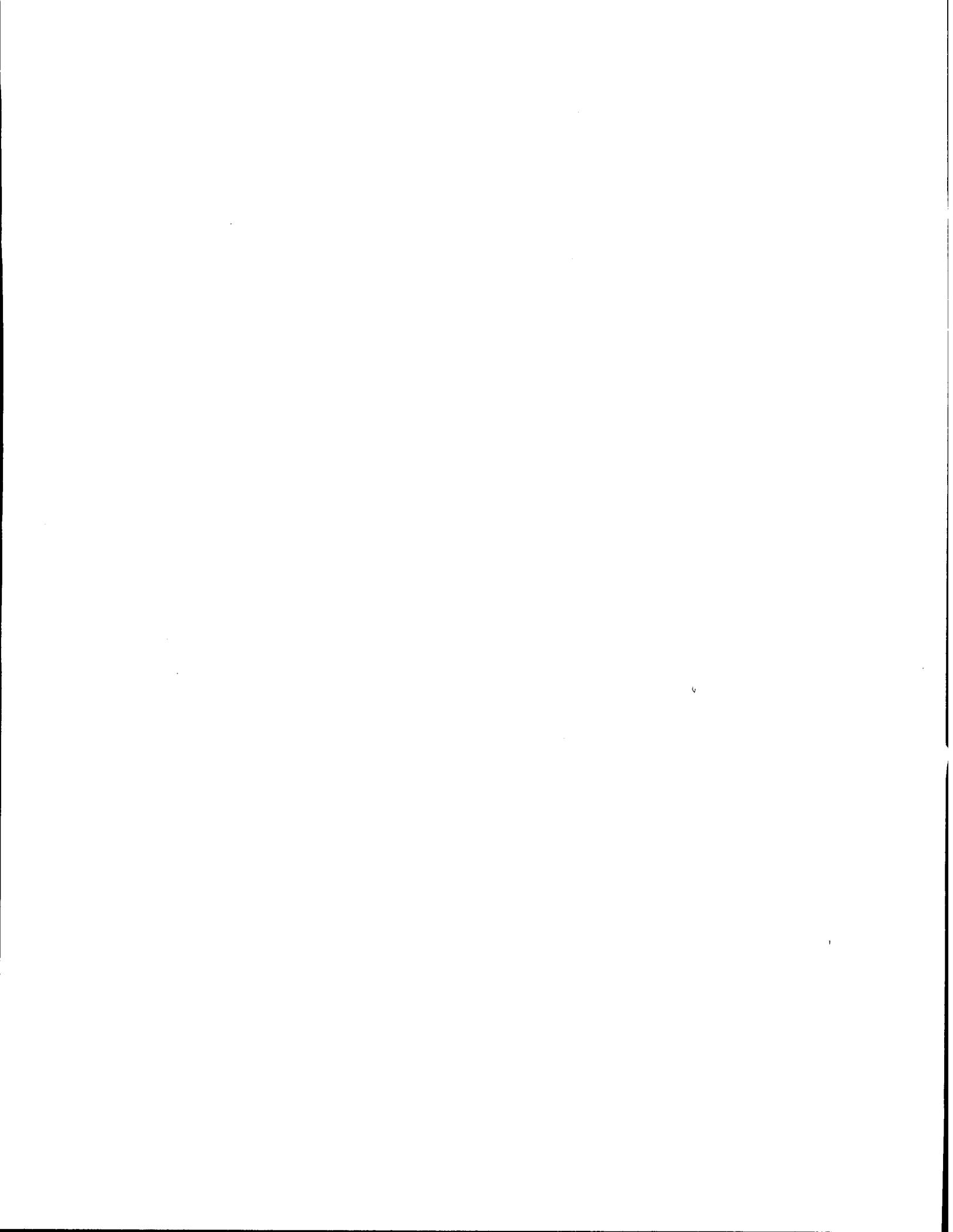
65. Insuring Agreement E - Business Income And Extra Expense

We will pay for "loss" due to an "interruption" resulting directly from an "e-commerce incident" sustained during the "policy period" or an "extortion threat" communicated to you during the "policy period".

7. Public Relations Expense

We will pay for "loss" due to "negative publicity" resulting directly from an "e-commerce incident" or a "security breach" sustained during the "policy period".

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8. Security Breach Expense

We will pay for "loss" resulting directly from a "security breach" sustained during the "policy period".

SECTION II – LIMITS OF INSURANCE

1. Policy Aggregate Limit Of Insurance

The most we will pay~~Our total liability~~ for all "loss", and "defense expenses"; if covered, under this policy ~~is shall not exceed~~ the Policy Aggregate Limit of Insurance shown in the Declarations. The Policy Aggregate Limit of Insurance shall be reduced by the amount of any payment made under the terms of this policy. Upon exhaustion of the Policy Aggregate Limit of Insurance by such payments, we ~~will shall~~ have no further obligations or liability of any kind under this policy. ~~for "loss" regardless of when a "claim" is made or a "loss" is sustained.~~

2. Insuring Agreements Aggregate Limits Of Insurance

Subject to the Policy Aggregate Limit of Insurance, the most we will pay ~~our liability~~ for all "loss", and "defense expenses"; if covered, under each Insuring Agreement is limited as follows:

- a. The Insuring Agreement Aggregate Limit of Insurance shall be reduced by the amount of any payment for "loss", and "defense expenses" if covered, under that Insuring Agreement; and
- b. Upon exhaustion of the Insuring Agreement Aggregate Limit of Insurance by such payments, we will shall have no further obligations or liability of any kind under that Insuring Agreement for "loss" and/or "defense expenses" regardless of when a "claim" is made or a "loss" is sustained.

SECTION III – DEDUCTIBLE

1. Subject to Section II – Limits Of Insurance:

- a. Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability:

We will pay only the amount of "loss", and "defense expenses", which are in excess of the applicable Deductible Amount shown in the Declarations resulting from the same "wrongful act" or "interrelated wrongful acts". Such Deductible Amount will be borne by you, self-insured, and at your own risk.

- b. Under Insuring Agreements 4. Replacement Or Restoration Of Electronic Data, 5. Extortion Threats, 7. Public Relations Expense and 8. Security Breach Expense:

We will pay only the amount of "loss" which is in excess of the applicable Deductible Amount shown in the Declarations.

- c. Under Insuring Agreement 6. Business Income And Extra Expense:

We will pay only the amount of "loss" which exceeds the greater of:

- (1) The Deductible Amount shown in the Declarations; or
- (2) The amount of "loss" incurred during the Waiting Period shown in the Declarations.

- 2. In the event a "loss" is covered under more than one Insuring Agreement, only the highest Deductible Amount applicable to the "loss" shall be applied.

- 1. Under Insuring Agreement A – Web Site Publishing Liability, Insuring Agreement B – Network Security Liability, Insuring Agreement C – Replacement Or Restoration Of Electronic Data or Insuring Agreement D – Cyber Extortion:

- a. We will pay only the amount of "loss", and "defense expenses" if covered, which is in excess of the applicable Deductible Amount shown in the Declarations. Such Deductible Amount will be borne by you, self-insured, and at your own risk.

- b. The Deductible Amount will apply to all:

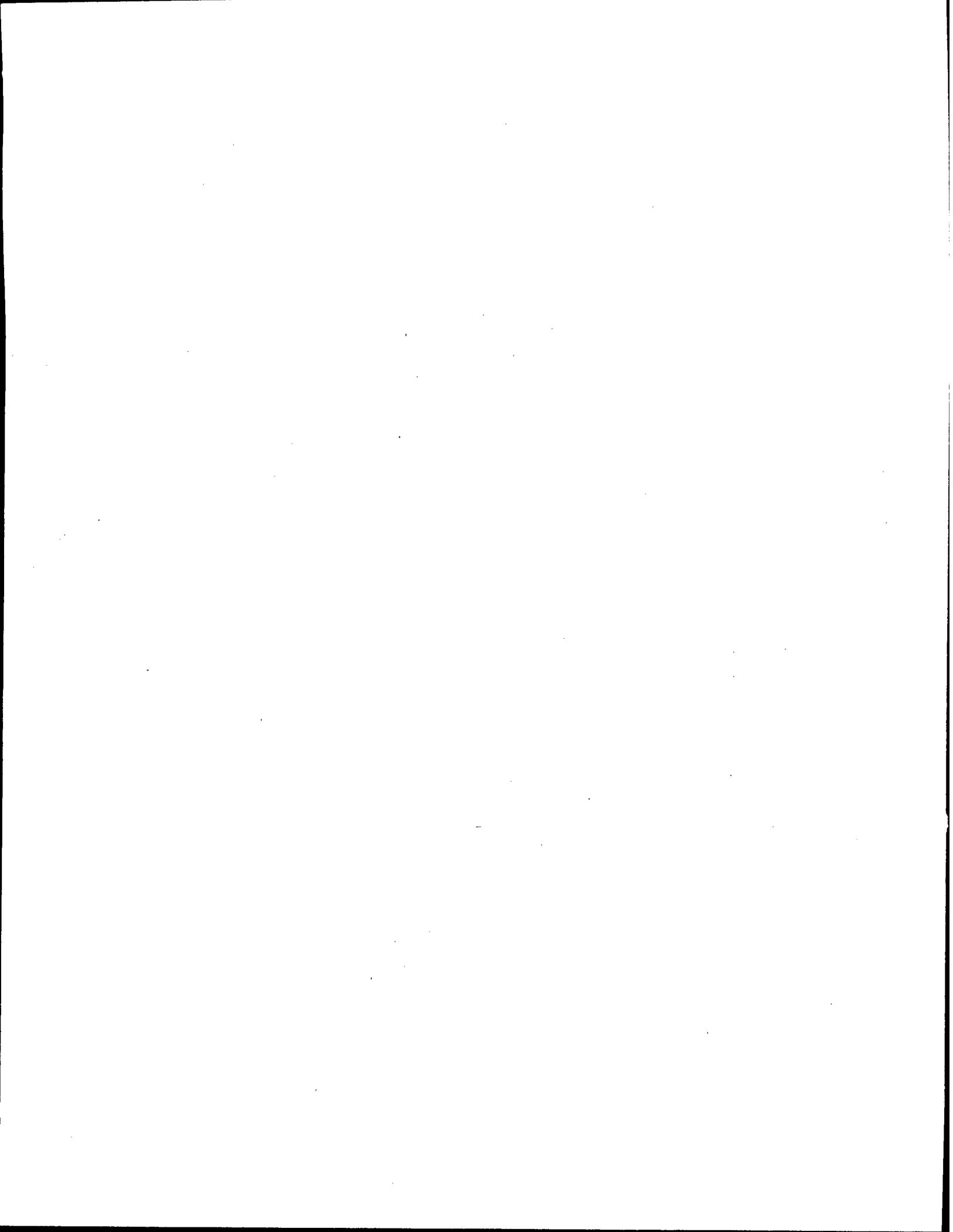
- (1) "Loss" and "defense expenses" resulting from the same "wrongful act" or "interrelated wrongful acts" covered under Insuring Agreement A – Web Site Publishing Liability.
- (2) "Loss" and "defense expenses" resulting from the same "wrongful act" or "interrelated wrongful acts" covered under Insuring Agreement B – Network Security Liability.
- (3) "Loss" covered under Insuring Agreement C – Replacement Or Restoration Of Electronic Data. Recurrence of the same "virus" after your "computer system" has been restored shall constitute a separate "loss".
- (4) "Loss" covered under Insuring Agreement D – Cyber Extortion.

- 2. Under Insuring Agreement E – Business Income And Extra Expense, we will pay only the amount of "loss" which exceeds the greater of:

- a. The Deductible Amount shown in the Declarations; or

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~~b. The amount of "loss" incurred during the Waiting Period shown in the Declarations.~~

~~3. In the event that "loss" is covered under more than one insuring agreement, the Deductible Amount applicable to each insuring agreement will be applied separately.~~

SECTION IV – DEFENSE AND SETTLEMENT

The provisions contained within this section apply only to Insuring Agreements 1.A— Web Site Publishing Liability, 2. and B— Network Security Breach Liability and 3. Programming Errors And Omissions Liability only.

1. We ~~shall~~ will have the right and duty to select counsel and defend the "insured" against any "claim" covered under ~~by Insuring Agreements 1.A— Web Site Publishing Liability, 2. or Insuring Agreement B— Network Security Breach Liability and 3. Programming Errors And Omissions Liability, even if regardless of whether the allegations of such "claim" are groundless, false or fraudulent. However, But we shall~~ will have no duty to defend the "insured" against any "claim" seeking damages for which is not covered under any of these Insuring Agreements, provides coverage.
2. We may, upon the written consent of the "insured", make any settlement of a "claim" which we deem reasonable. If the "insured" withholds consent to such settlement, our liability for all "loss" resulting from such "claim" will not exceed the amount for which we could have settled such "claim", plus "defense expenses" incurred, as of the date we proposed such settlement in writing to the "insured". Upon refusing to consent to a settlement we deem reasonable, the "insured" shall, at its sole expense, assume all further responsibility for its defense including all additional costs associated with the investigation, defense and/or settlement of such "claim".

SECTION V – EXCLUSIONS

We will not be liable for "loss" or "defense expenses"; or "loss";

1. Based upon, attributable to or arising out of lightning, earthquake, hail, volcanic action, or any other act of nature.
2. Based upon, attributable to or arising out of:
 - a. War, including undeclared or civil war or civil unrest;
 - b. Warlike action by military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

3. Based upon, attributable to or arising out of the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

4. Based upon, attributable to or arising out of bodily injury or physical damage to or destruction of tangible property, including loss of use thereof.

Bodily injury includes bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. Based upon, attributable to or arising out of an unexplained or indeterminable failure, malfunction or slowdown of ~~your~~ the "computer system", including "electronic data" and the inability to access or properly manipulate the "electronic data".

6. Based upon, attributable to or arising out of an "interruption" in normal computer function or network service or function due to insufficient capacity to process transactions or due to an overload of activity on ~~your~~ the "computer system" or network. However, this exclusion does not apply if such "interruption" is caused by an "e-commerce incident".

7. Based upon, attributable to or arising out of a complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause.

8. Based upon, attributable to or arising out of the failure, reduction in or surge of power.

9. Based upon, attributable to or arising out of any actual or alleged violation of the Racketeer Influenced And Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state or local statutory or common law.

~~10. Based upon, attributable to or arising out of any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments, or similar provisions of any federal, state, or local statutory or common law.~~

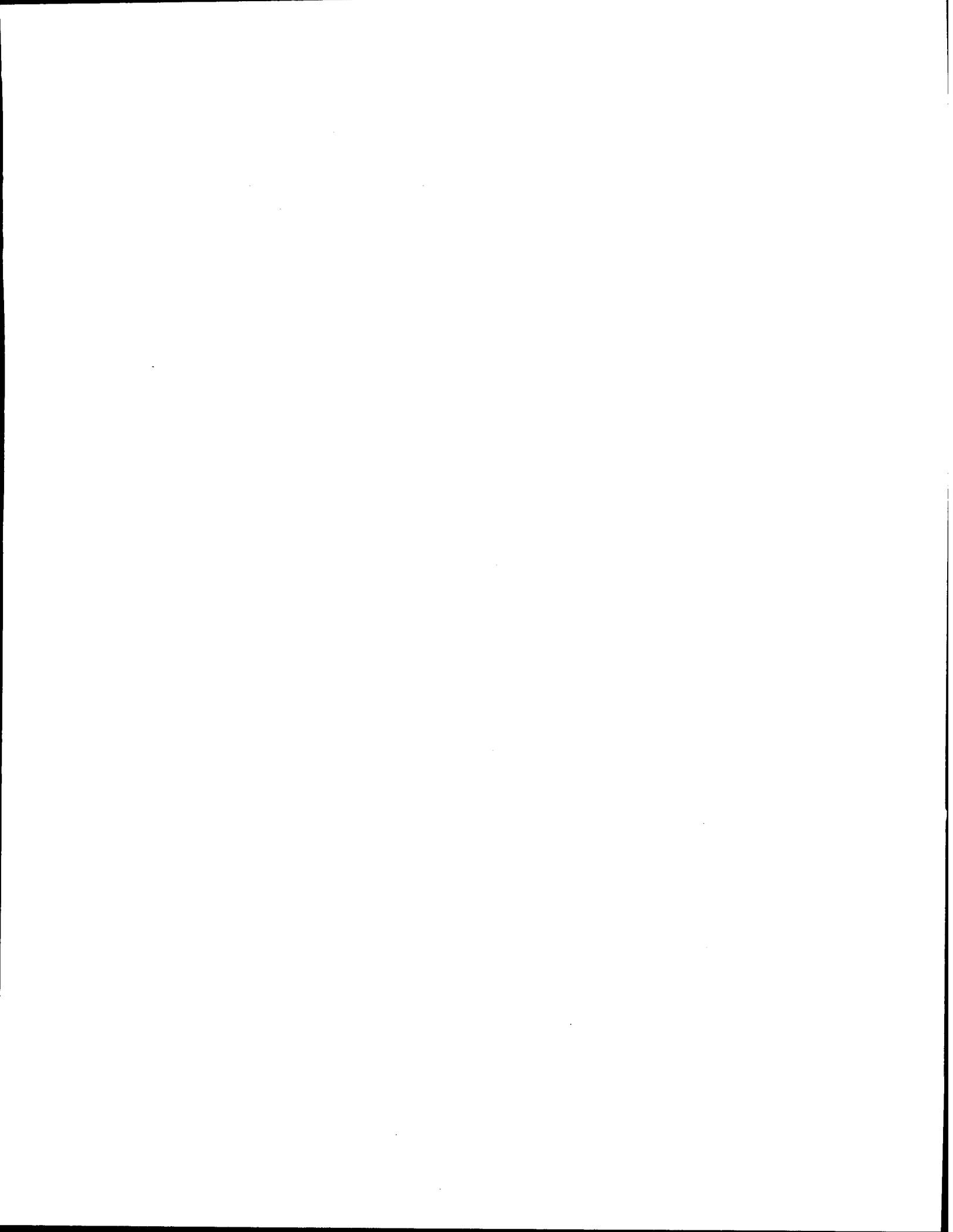
101. Based upon, attributable to or arising out of the malfunction or failure of any satellite.

112. Based upon, attributable to or arising out of an injury caused by an "insured" or at an "insured's" direction with the knowledge that the act would violate the rights of another.

123. Based upon, attributable to or arising out of an oral or written publication of material, if done by an "insured" or at an "insured's" direction with knowledge of its falsity.

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~~134.~~ Based upon, attributable to or arising out of ~~Resulting from~~ an "insured's" assumption of liability by contract or agreement, whether oral or written. However, this exclusion does not apply to liability for damages that an "insured" would have in the absence of such contract or agreement.

145. Based upon, attributable to or arising out of any actual or alleged patent or trade secret violation, including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996 or the Uniform Trade Secrets Act and their amendments.

156. Based upon, attributable to or arising out of:

- The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- Any request, demand, order or statutory or regulatory requirement that any "insured" you 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
- A "claim" or "suit" brought by or on behalf of any governmental authority for damages 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".

167. Based upon, attributable to or arising out of any "claim", "suit" or other proceeding against an "insured" which was pending or existed prior to the "policy period", or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim", "suit" or other proceeding.

178. Based upon, attributable to or arising out of your employment practices including, but not limited to, termination of employment, demotion, re-assignment, discipline, harassment, coercion or refusal to employ regardless of whether you are liable as an employer or in any other capacity.

189. Based upon, attributable to or arising out of a "wrongful act" or "interrelated wrongful acts" that occurred before the Retroactive Date, if any, shown in the Declarations.

1920. Based upon, attributable to or arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this policy is a renewal or replacement.

~~21.~~ Based upon, attributable to or arising out of a violation of any securities law including, but not limited to, the Securities Act of 1933 or the Securities Exchange Act of 1934 and their amendments.

202. Based upon, attributable to or arising out of any criminal, dishonest, malicious or fraudulent act or any willful violation of any statute or regulation by any "insured", acting alone or in collusion with others.

However, with the exception of "claims" that are excluded under Exclusions ~~14, 9, 10, 15, and 21~~, we will defend "claims" first made against an "insured" alleging such acts or violations until final adjudication is rendered against such "insured". Final adjudication rendered against one "insured" shall not be imputed to any other "insured".

We will not provide indemnification for any "claims" to which any "insured" enters a guilty plea or pleads no contest, and we will not provide a defense from the time we become aware that any "insured" intends to so plead.

213. Based upon, attributable to or arising out of costs, fees or other expenses you incur in establishing either the existence or the amount of "loss" covered under this policy insurance.

~~24.~~ Based upon, attributable to or arising out of any "employee" of yours, or predecessor in interest, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

225. Based upon, attributable to or arising out of any action by a governmental authority, including the seizure or destruction of property by order of governmental authority. However, this exclusion shall not apply to actions brought by a governmental authority acting solely in its capacity as a customer of the "named insured" or one of its "subsidiaries".

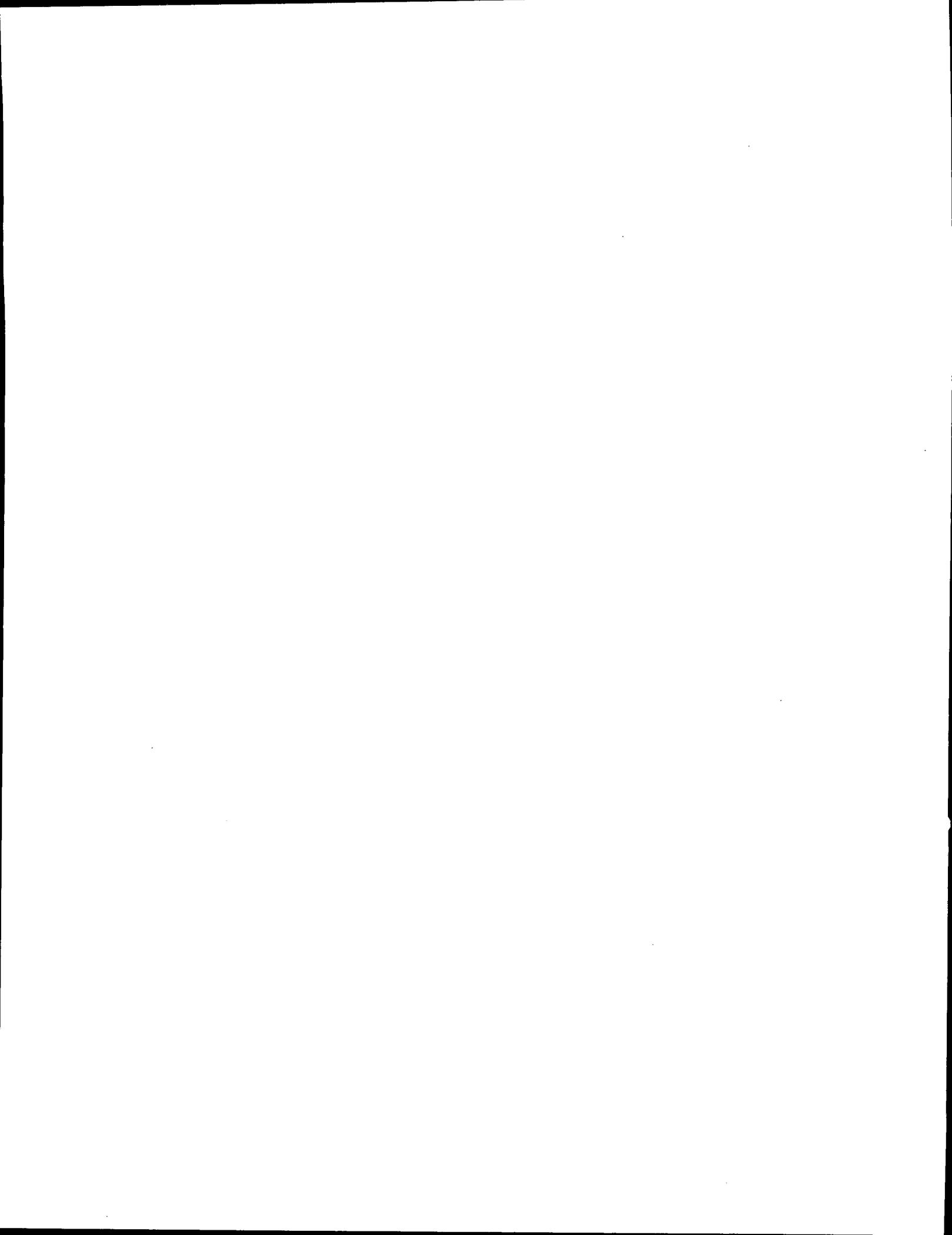
236. Based upon, attributable to or arising out of any action by a governmental or quasi-governmental authority or agency including, but not limited to, regulatory actions brought against you on behalf of the Federal Trade Commission, Federal Communications Commission, or other regulatory agency. However, this exclusion shall not apply to actions brought by governmental authority acting solely in its capacity as a customer of the "named insured" or one of its "subsidiaries".

247. Based upon, attributable to or arising out of costs associated with upgrading or improving your the "computer system" regardless of the reason for the upgrade.

258. Based upon, attributable to or arising out of "claims" brought or alleged by one "insured" ~~under this policy~~ against another.

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26. Based upon, attributable to or arising out of unintentional errors or omissions in the entry of "electronic data" into the "computer system".

SECTION VI – CONDITIONS

1. Cancellation

- a. The first "named insured" shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first "named insured" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first "named insured's" last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- e. If this policy is canceled, we will send the first "named insured" any premium refund due. If we cancel, the refund will be prorated. If the first "named insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first "named insured" shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

3. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

4. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.

- b. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. Premiums

The first "named insured" shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

6. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual "named insured".

If you are a sole proprietor and you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

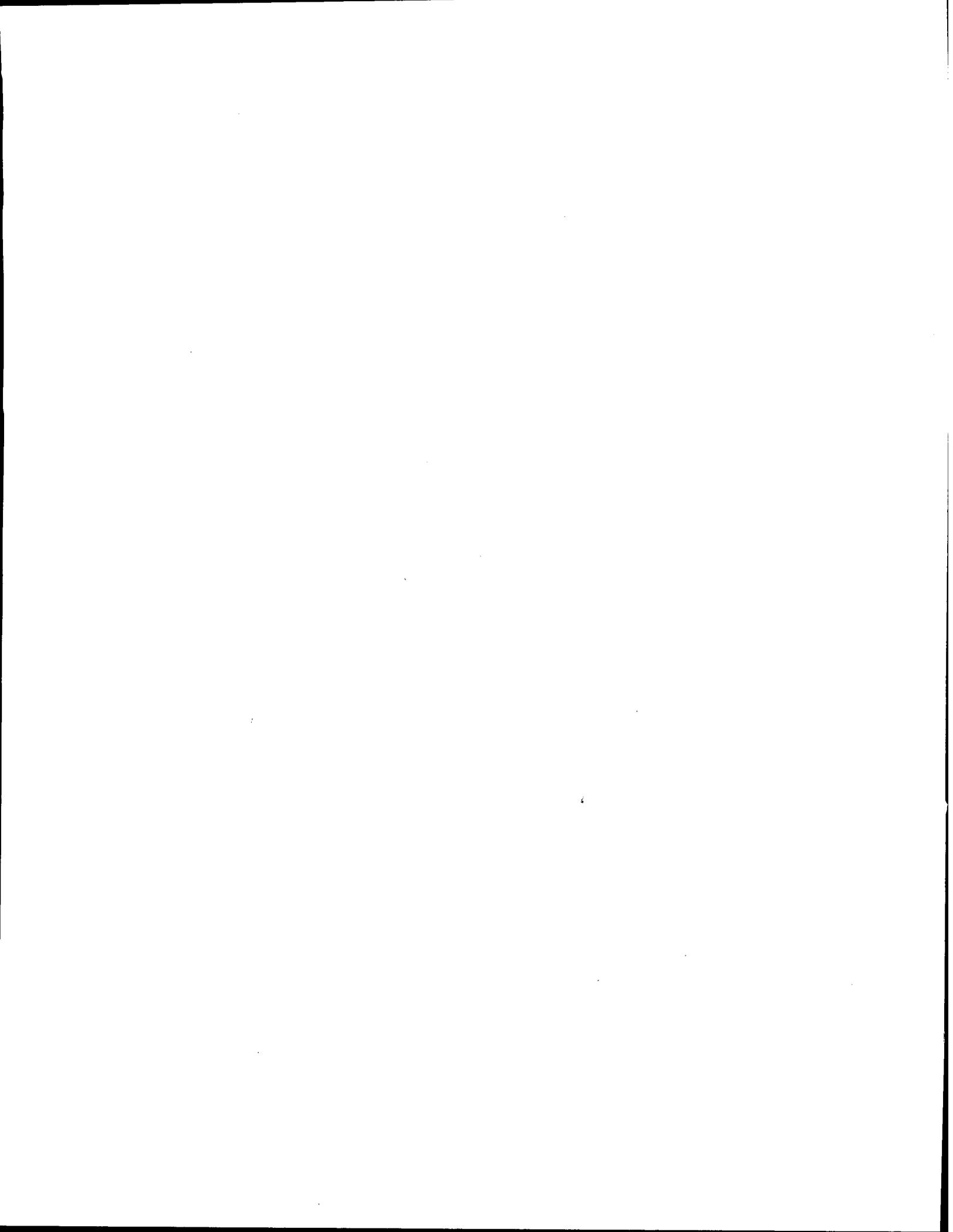
7. Subrogation

In the event of any payment under this policy, we shall be subrogated to the extent of such payment to you and/or your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in your name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- a. To you until you are reimbursed for any "loss" you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;

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- b. Then to us, until we are reimbursed for the payment made under this policy;
- c. Then to you until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

8. Bankruptcy

Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this policy.

9. Representations

You represent and warrant that all information and statements contained in the "application" are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and constitute a part of this policy. Misrepresentation of any material fact may be grounds for the rescission of this policy.

10. Changes In Exposure

a. Acquisition Or Creation Of Another Organization

If before or during the "policy period":

(1) You acquire securities or voting rights in another organization or create another organization which, as a result of such acquisition or creation, becomes a "subsidiary"; or

(2) You acquire any organization through merger or consolidation;

~~then you shall not have such coverage as is afforded under this policy for such organization will be covered under this policy but only with respect to "wrongful acts" or "loss" which occurred after the effective date of such acquisition or creation, provided "loss" which has occurred or will occur, or has arisen or will arise out of the assets or liabilities acquired by you as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless, with regard to Paragraphs a.(1) and a.(2), you:~~

- (a4) Give us written notice of the acquisition or creation of such organization consolidation, merger or purchase or acquisition of assets or liabilities within ninety (90) days after of the effective date of such action;
- (b2) Obtain our written consent to extend the coverage provided by this policy to such organization exposures; and
- (c3) Upon obtaining such consent, pay us an additional premium.

~~In no event will coverage be afforded under this policy for "loss" occurring prior to the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.~~

b. Acquisition Of Named Insured

If during the "policy period":

(1) The "named insured" merges into or consolidates with another organization, such that the "named insured" is not the surviving organization; or

(2) Another organization, or person or group of organizations and/or persons acting in concert, acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the "named insured";

~~then the coverage afforded under this policy will continue until the end of the "policy period", but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the effective date of such merger, consolidation or acquisition.~~

The full annual premium for the "policy period" will be deemed fully earned immediately upon the occurrence of such merger, consolidation or acquisition of the "named insured".

The "named insured" must give written notice of such merger, consolidation or acquisition to us as soon as practicable, together with such information as we may reasonably require.

c. Cessation Of Subsidiaries

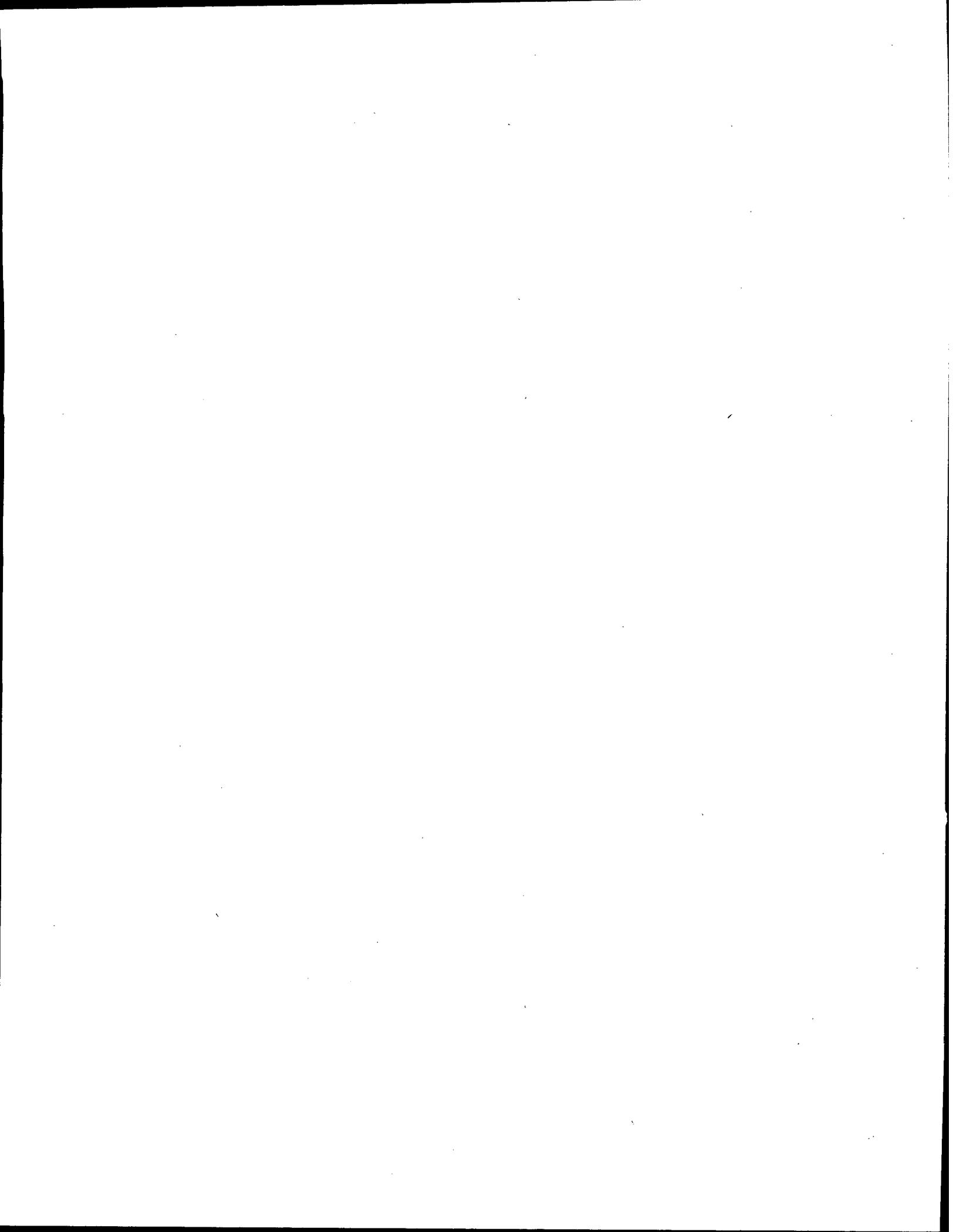
If before or during the "policy period" an organization ceases to be a "subsidiary", the coverage afforded under this policy with respect to such "subsidiary" will continue until the end of the "policy period" but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the date such organization ceased to be a "subsidiary".

11. Other Insurance

- a. If any covered "claim" or "loss" is insured covered by any other valid policy, then this policy shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this policy by reference in such other policy to this policy's policy number.

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- b. When this ~~policy insurance~~ is excess, we shall ~~will~~ have no duty under Insuring Agreement 1.A— Web Site Publishing Liability, 2. or B— Network Security Breach Liability or 3. Programming Errors And Omissions Liability to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

12. Legal Action Against Us

- a. No person or organization has a right:
- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
 - (2) To sue us under 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 either Insuring Agreement 1.A— Web Site Publishing Liability, 2. or B— Network Security Breach Liability or 3. Programming Errors And Omissions Liability, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first "named insured" and the claimant or the claimant's legal representative.

- b. You may not bring any legal action against us involving "loss":
- (1) Unless you have complied with all the terms of this ~~policy insurance~~;
 - (2) Until 90 days after you have filed proof of loss with us; and
 - (3) Unless brought within two years from the date you reported the loss to us.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

13. Separation Of Insureds

Except with respect to the applicable Aggregate Limit of Insurance, and any rights or duties specifically assigned in Insuring Agreement 1.A— Web Site Publishing Liability, 2. or B— Network Security Breach Liability or 3. Programming Errors And Omissions Liability, to the first "named insured", this ~~policy insurance~~ applies separately to each "insured" against whom "claim" is made.

14. Duties In The Event Of Claim Or Loss

In the event of either an occurrence or offense that may result in a "claim" against an "insured" or a "loss" or situation that may result in a "loss" covered under this policy, you must see to it that we are notified in writing as soon as practicable, but not to exceed ~~thirty (30) days~~, and cooperate with us in the investigation and settlement of the "claim" or "loss". ~~Additionally, as set forth below:~~

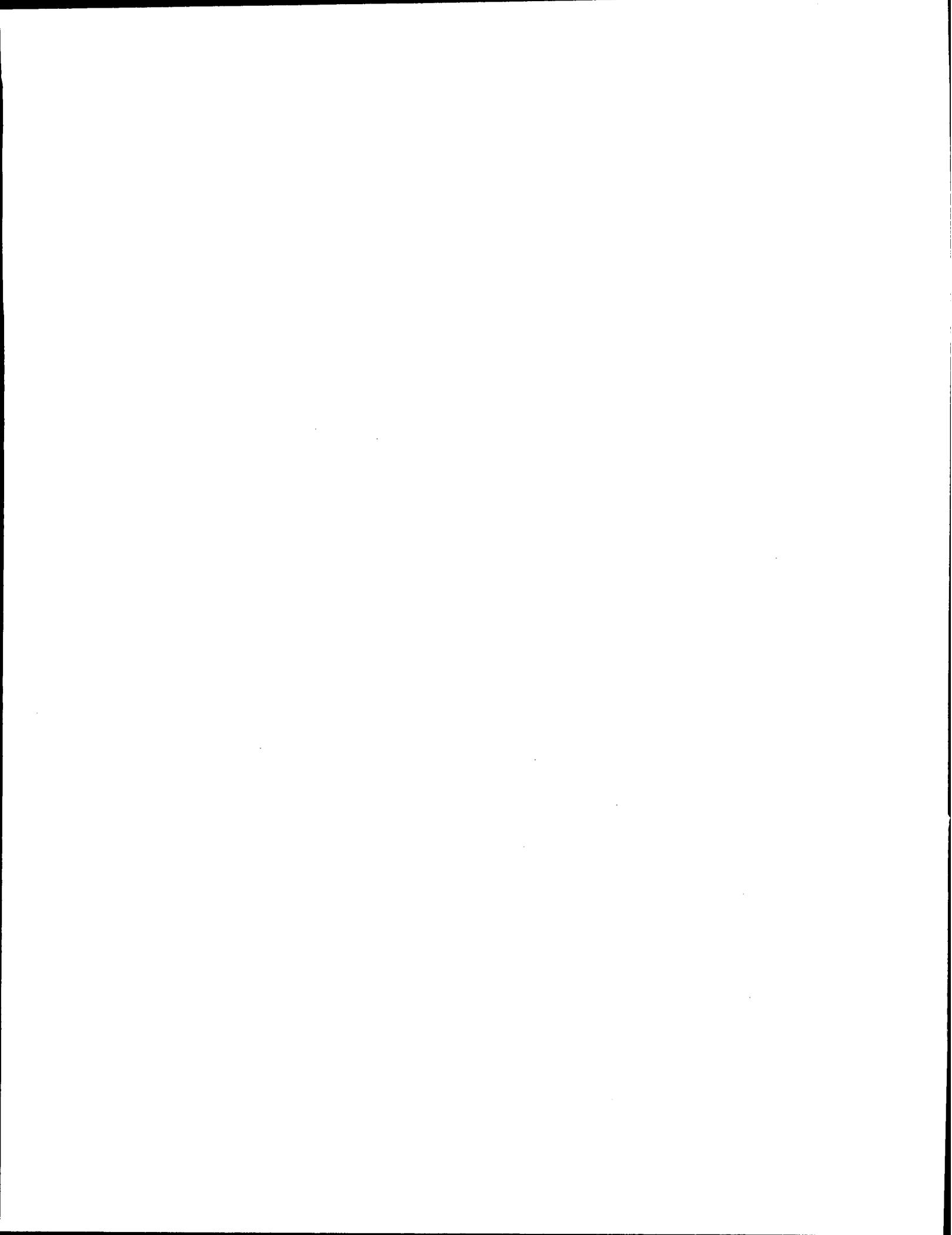
- a. For ~~claims~~ covered Under Insuring Agreements 1.A— Web Site Publishing Liability, 2. and B— Network Security Breach Liability and 3. Programming Errors And Omissions Liability, you must:
- (1) Immediately record the specifics of the "claim" and the date received;
 - (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (3) Authorize us to obtain records and other information; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of an occurrence or offense to which this ~~policy insurance~~ may also apply.

You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

A "claim" brought by a person or organization seeking damages will be deemed to have been made when the "claim" is received by an "insured".

- b. Under Insuring Agreements 4.C— Replacement Or Restoration Of Electronic Data and 5.D— Cyber Extortion Threats, you must:
- (1) Notify local law enforcement officials;
 - (2) Submit to examination under oath at our request and give us a signed statement of your answers; and
 - (3) Give us a detailed, sworn proof of loss within 120 days.
 - (4) In addition, under Insuring Agreement 5.D— Cyber Extortion Threats, you must:
 - (a) Determine that the "extortion threat" has actually occurred;
 - (b) Make every reasonable effort to immediately notify an associate and the security firm, ~~shown, if any, in the Declarations~~, before making any "ransom payment" based upon the "extortion threat"; and

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- (c) Approve any "ransom payment" based upon an "extortion threat".

15. Valuation – Settlement

- a. All premiums, Aggregate Limits of Insurance, Deductible Amounts, "loss" and any other monetary amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of "loss" under this policy is expressed in any currency other than United States of America dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon or the other component of "loss" is due, respectively.

- b. With respect to "loss" covered under Insuring Agreement 6.E— Business Income And Extra Expense:

- (1) The amount of "business income" will be determined based on consideration of:

- (a) The net income generated from your "e-commerce activities" before the "interruption" occurred;
- (b) The likely net income generated by your "e-commerce activities" if no "interruption" had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "e-commerce incident" on customers or on other businesses;
- (c) The operating expenses, including payroll, necessary to resume your "e-commerce activities" with the same quality of service that existed before the "interruption"; and
- (d) Other relevant sources of information, including your financial records and accounting procedures, bills, invoices and other vouchers, and debts, liens and contracts.

However, the amount of "business income" will be reduced to the extent that the reduction in the volume of business from the affected "e-commerce activities" is offset by an increase in the volume of business from other channels of commerce such as via telephone, mail or other sources.

- (2) The amount of "extra expense" will be determined based on:

- (a) Necessary expenses that exceed the normal operating expenses that would have been incurred in the course of your "e-commerce activities" during the period of coverage if no "interruption" had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the period of coverage, once your "e-commerce activities" are resumed; and
- (b) Necessary expenses that reduce the "business income" "loss" that otherwise would have been incurred during the period of coverage.

16. Extended Reporting Periods

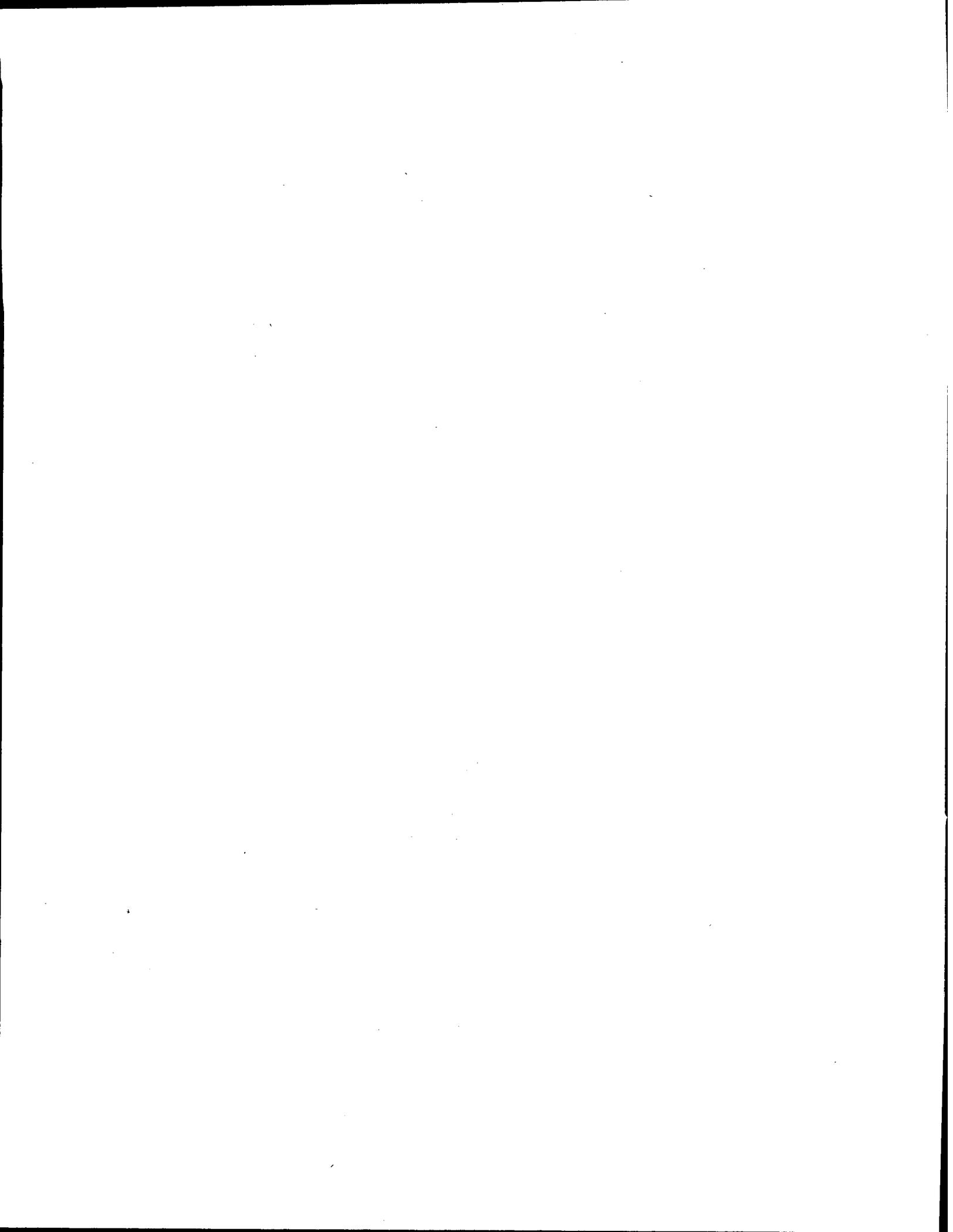
The provisions contained within this condition apply only to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.

a. Basic Extended Reporting Period

- (1) ~~As respects Insuring Agreements A—Web Site Publishing Liability and B—Network Security Liability only, a~~ A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for thirty (30) days. A "claim" first made and reported by the "insured" during within this 30-day period will be considered to have been received within the "policy period". However, the 30-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the "insured", or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".
- (2) The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (a) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
 - (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

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b. Supplemental Extended Reporting Period

- (1) ~~As respects Insuring Agreements A — Web Site Publishing Liability and B — Network Security Liability only, a~~ Supplemental Extended Reporting Period is available if this policy insurance is canceled or not renewed by us, but only by endorsement and for an extra charge. The Supplemental Extended Reporting Period is available unless:
- (a) We cancel this policy insurance for non-payment of premium; or
 - (b) You fail to pay any amounts Deductible you owed us.
- (2) In order to obtain a Supplemental Extended Reporting Period, you must give us a written request for the Supplemental Extended Reporting Period Endorsement together with the full payment of the additional premium for the endorsement within ~~thirty~~ (30) days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- (3) The Supplemental Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
- (a) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".
- (4) Once in effect, the Supplemental Extended Reporting Period may not be canceled. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

c. There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period or the Supplemental Extended Reporting Period. The limits of insurance available during the Basic Extended Reporting Period, and the Supplemental Extended Reporting Period if purchased, shall be the remaining amount, if any, of the Aggregate Limit of Insurance of the respective individual Insuring Agreement, Aggregate Limit Of Insurance available for Insuring Agreement A — Web Site Publishing Liability and B — Network Security Liability, subject to the remaining amount of the Policy Aggregate Limit of Insurance at the time this policy insurance was canceled or non-renewed.

17. Confidentiality

Under Insuring Agreement ~~5.D — Cyber Extortion Threats~~, you must make every reasonable effort not to divulge the existence of this coverage.

18. Territory

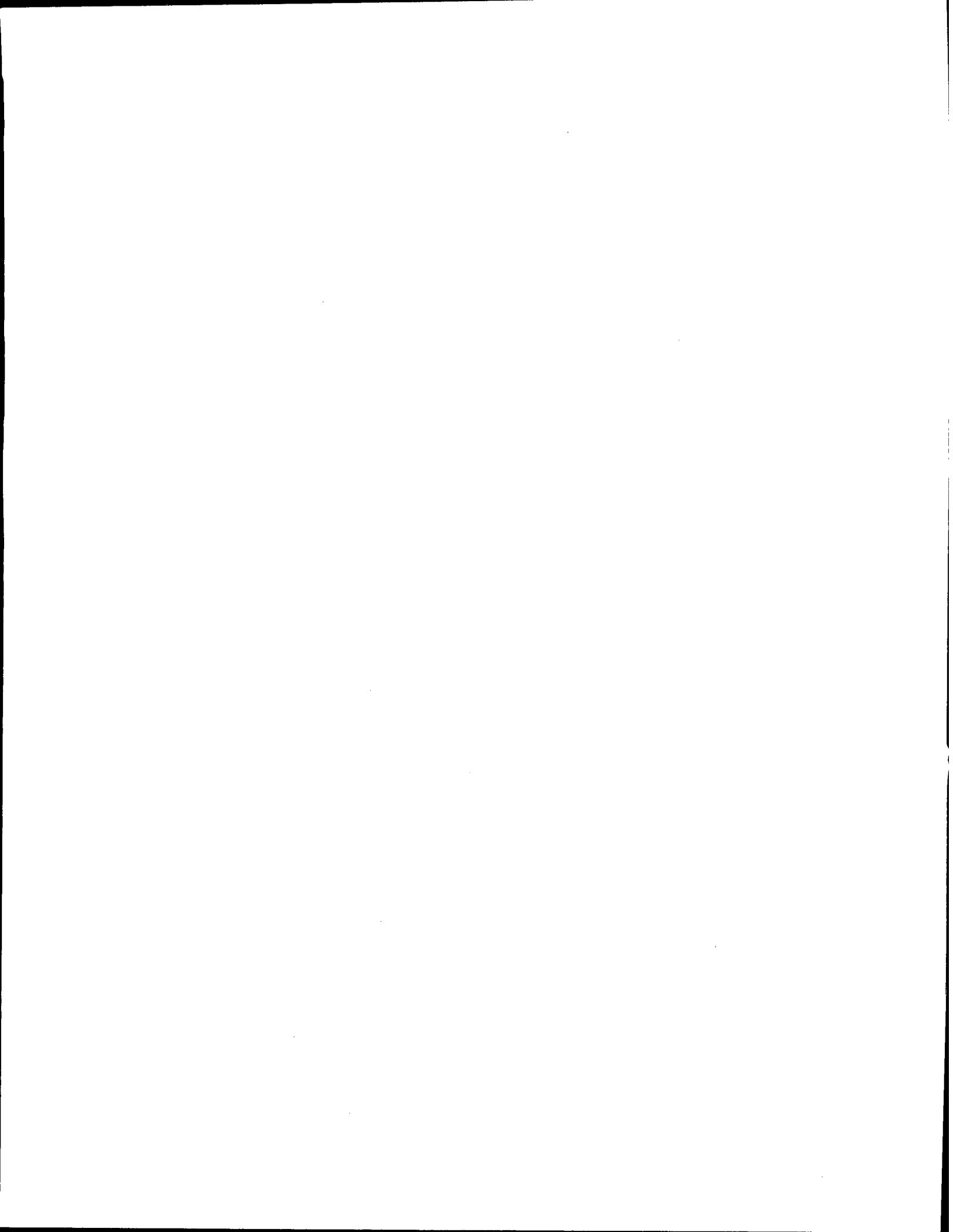
This policy covers "wrongful acts" which occurred anywhere in the world. However, "suits" must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.

SECTION VII — DEFINITIONS

1. "Application" means the signed application for this policy, including any attachments and other materials submitted in conjunction with the signed application.
2. "Business income" means the:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
3. "Claim" means:
 - a. A written demand for monetary damages; or
 - b. A civil proceeding commenced by the service of a complaint or similar proceeding; against any "insured" for a "wrongful act", including any appeal therefrom.
4. "Computer program" means a set of related electronic instructions, which direct the operations and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".

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5. "Computer system" means the following, and is limited to "computer systems" which are owned by you or which are licensed or leased to you by a Service Provider shown in the Declarations:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

b. Systems and applications software; and

~~c. Terminal devices; and~~

cd. Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored ~~and or~~ retrieved.

~~"Computer system" is limited to "computer systems" which are owned by you or licensed or leased to you.~~

6. "Defense expenses" means the reasonable and necessary fees (attorneys' and experts' fees) and expenses incurred in the defense or appeal of a "claim", including appeal bonds but excluding wages, salaries, benefits or expenses of your "employees".

7. "E-commerce activities" means those activities conducted by you in the normal conduct of your business via your web site and your e-mail system.

8. "E-commerce incident" means a:

a. "Virus";

b. Malicious instruction code; or

c. Denial of service attack;

introduced into or enacted upon ~~your~~ the "computer system" (including "electronic data") or a network to which it is connected, that is designed to damage, destroy, delete, corrupt or prevent the use of or access to any part of the "computer system" or otherwise disrupt its normal operation.

Recurrence of the same "virus" after the "computer system" has been restored shall constitute a separate "e-commerce incident".

9. "Electronic data" means digital information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. "Electronic data" is not tangible property.

"Electronic data" does not include your "electronic data" that is licensed, leased, rented or loaned to others. ~~"Electronic data" is not tangible property.~~

10. "Employee" means:

a. Permanent, temporary or leased employees;

b. Officers;

c. Volunteer workers;

d. Partners; and

e. Members (if a limited liability company);

of the "named insured" and those of any organization qualifying as a "subsidiary" under the terms of this policy, but only while acting within the scope of their duties as determined by the "named insured" or such "subsidiary".

11. "Extortion expenses" means:

a. Fees and costs of:

(1) ~~The~~ Security Firm, if any, shown in the Declarations; or

(2) A person or entity hired with our consent; to determine the validity and severity of an the "extortion threat" made against you. Such consent will not be unreasonably withheld;

b. Interest costs paid by you for any loan from a financial institution taken by you to pay a ransom demand; "extortion threat";

c. Reward money paid by you to an "informant" which leads to the arrest and conviction of parties responsible for "loss"; and

d. Any other reasonable expenses incurred by you with our written consent, including:

(1) Fees and costs of independent negotiators; and

(2) ~~Fees and The costs of a company hired by you, upon the recommendation of the security firm, hiring a security monitoring firm to protect your "electronic data" from further threats made by the same person(s), providing such recommendation is made by the Security Firm, if any, if any, shown in the Declarations.~~

12. "Extortion threat" means a threat or series of related threats:

a. To perpetrate an "e-commerce incident";

b. To disseminate, divulge or utilize:

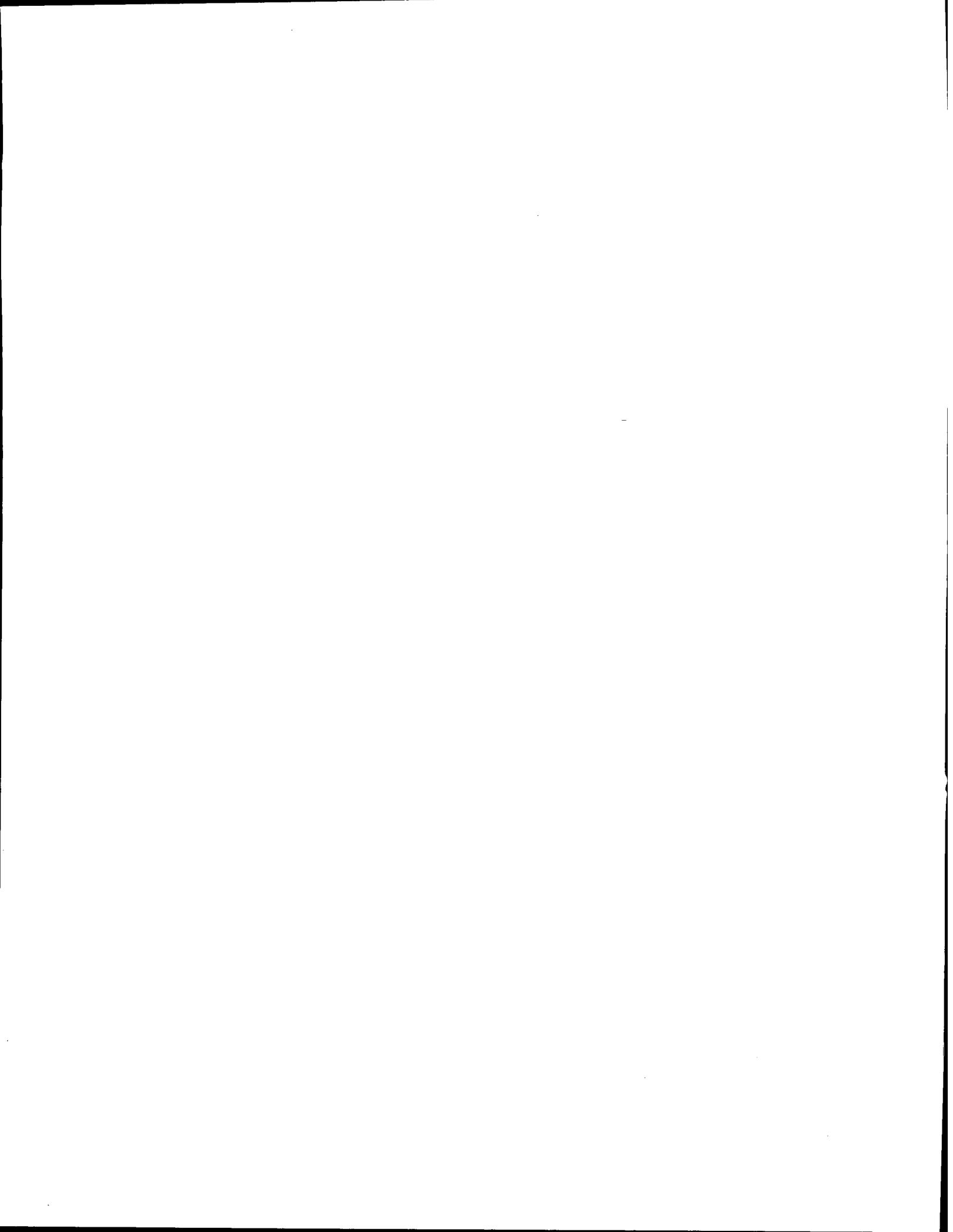
(1) Your proprietary information; or

(2) Weaknesses in the source code;

within the your "computer system" by gaining unauthorized access to such "computer system"; or

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- c. To destroy, corrupt or prevent normal access to the "computer system" by gaining unauthorized access to such "computer system";
- d. To inflict "ransomware" on the "computer system" or a network to which it is connected; or
- ee. To publish your client's "personal information", held within your "computer system".

13. "Extra expense" means necessary expenses you incur:

- a. During an "interruption" that you would not have incurred if there had been no "interruption"; or
- b. To avoid or minimize the suspension of your "e-commerce activities".

"Extra expense" does not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system".

14. "Informant" means a person, other than an "employee", providing information not otherwise obtainable, solely in return for a reward offered by you.

15. "Insured" means any "named insured" and its their "employees".

16. "Interrelated wrongful acts" means all "wrongful acts" that have the same common nexus of:

- a. Fact, circumstance, situation, event, transaction or cause; or
- b. Series of related facts, circumstances, situations, events, transactions or causes.

~~"Interrelated wrongful acts" means all "wrongful acts" that have the same common nexus of fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.~~

17. "Interruption" means:

a. "Interruption" means: (1) With respect regard to an "e-commerce incident":

- (1a) An unanticipated cessation or slowdown of your "e-commerce activities"; or
- (2b) Your suspension of your "e-commerce activities" for the purpose of avoiding or mitigating the possibility of transmitting a "virus" or malicious instruction code to another; and

and with regard to Paragraphs a.(1) and a.(2), is deemed to begin when your "e-commerce activities" are interrupted and ends at the earliest of:

- (a4) 90 days after the "interruption" begins;
- (b2) The time when your "e-commerce activities" are resumed; or

(c3) The time when service is restored to you.

b.(2) With respect regard to an "extortion threat", your voluntary suspension of your "e-commerce activities":

(1a) Based upon clear evidence of a credible threat; or

(2b) Based upon the recommendation of at the sSecurity fFirm, if any; ~~shown in the Declarations.~~

~~b. If the "interruption" arises out of an "e-commerce incident", the "interruption" is deemed to begin when your "e-commerce activities" are interrupted and ends at the earliest of:~~

~~(1) 90 days after the "interruption" begins;~~

~~(2) The time when your "e-commerce activities" are resumed; or~~

~~(3) The time when service is restored to you.~~

~~c. If the "interruption" arises out of an "extortion threat", the "interruption"~~

and, with regard to Paragraphs b.(1) and b.(2), is deemed to begin when your "e-commerce activities" are interrupted and ends at the earliest of:

(a4) 14 days after the "interruption" begins;

(b2) The time when your "e-commerce activities" are resumed; or

(c3) The time when service is restored to you.

18. "Loss" means:

a. With respect to Insuring Agreements 1.A—Web Site Publishing Liability, 2. and Insuring Agreement B—Network Security Breach Liability and 3. Programming Errors And Omissions Liability; "loss" means,

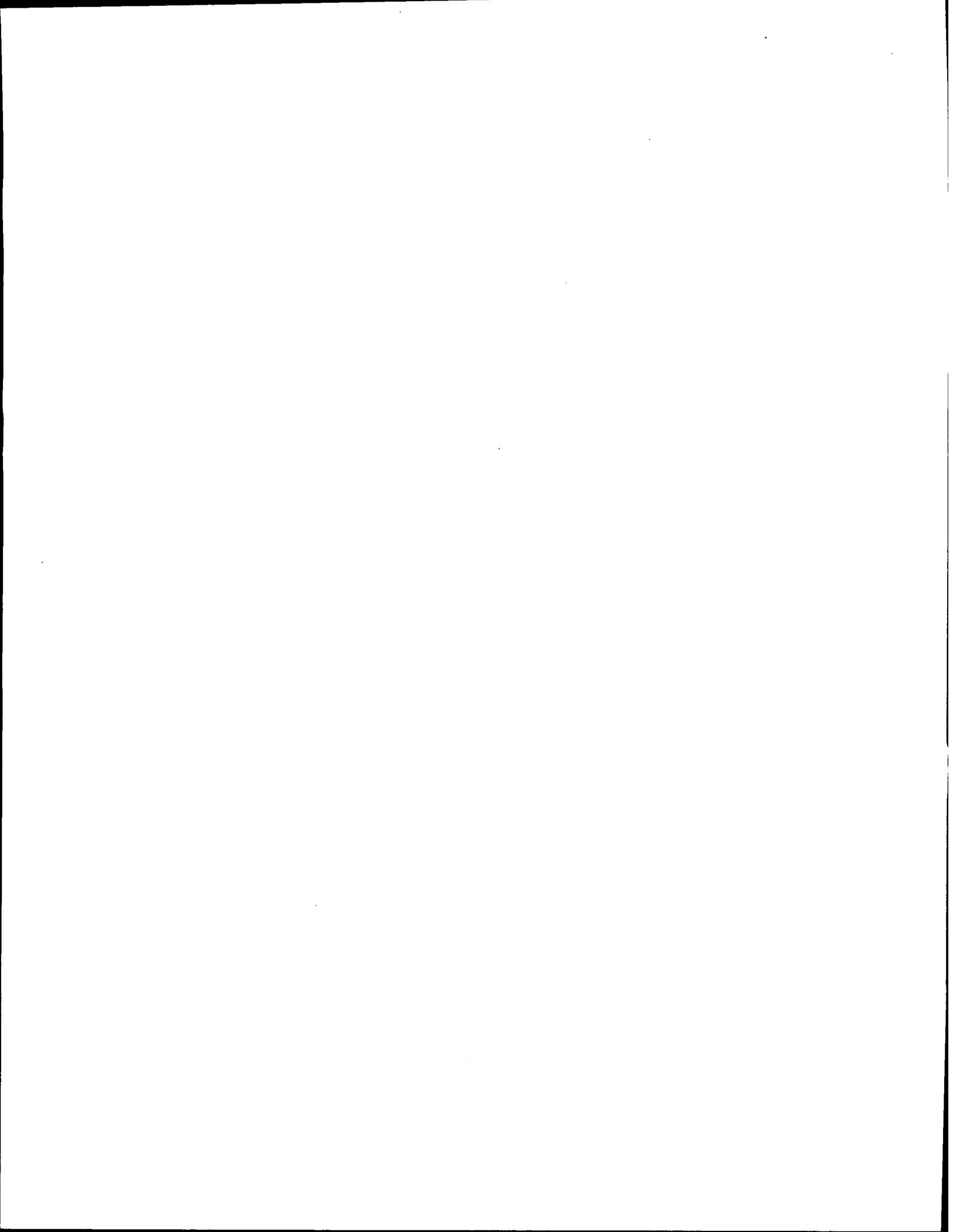
Cocompensatory damages, settlement amounts, and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Taxes;
- (5) Royalties;
- (6) Nonmonetary or injunctive relief;
- (7) The amount of any disgorged profits; or

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(8) Matters that are uninsurable pursuant to applicable law.

b. With respect to Insuring Agreement 4.C— Replacement Or Restoration Of Electronic Data; ~~"loss"~~ means

The costs to replace or restore "electronic data" or "computer programs" as well as the cost of data entry, reprogramming and computer consultation services.

However, "Loss" does not include the cost to duplicate research that led to the development of your "electronic data" or "computer programs". To the extent that any "electronic data" cannot be replaced or restored, we will pay the cost to replace the media on which the "electronic data" was stored with blank media of substantially identical type.

c. With respect to Insuring Agreement 5.D— Cyber Extortion Threats; ~~"loss"~~ means

"Extortion expenses" and "ransom payments".

d. With respect to Insuring Agreement 6.E— Business Income And Extra Expense; ~~"loss"~~

means the actual loss of "business income" you sustain and/or "extra expense" you incur.

e. With respect to Insuring Agreement 7. Public Relations Expense:

"Public relations expenses".

f. With respect to Insuring Agreement 8. Security Breach Expense:

"Security breach expenses".

19. "Named insured" means the entity or entities shown in the Declarations and any "subsidiary".

20. "Negative publicity" means information which has been made public that has caused, or is reasonably likely to cause, a decline or deterioration in the reputation of the "named insured" or of one or more of its products or services.

210. "Personal information" means any information collected by the "insured" in the normal course of its business that is required by law to be protected from public disclosure.

221. "Policy period" means the period of time from the inception date of this policy shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.

232. "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.

24. "Public relations expenses" means:

- a. Fees and costs of a public relations firm; and
- b. Any other reasonable expenses incurred by you with our written consent;

to protect or restore your reputation solely in response to "negative publicity".

253. "Ransom payment" means a payment made in the form of cash.

26. "Ransomware" means any software that encrypts "electronic data" held within the "computer system" and demands a "ransom payment" in order to decrypt and restore such "electronic data".

27. "Security breach" means:

- a. The acquisition of "personal information" held within the "computer system" or otherwise by a person who is not authorized to have access to such information; or
- b. The acquisition of "personal information" held within the "computer system" or otherwise by a person authorized to have access to such information but which results in the unauthorized disclosure of such information.

28. "Security breach expenses" means:

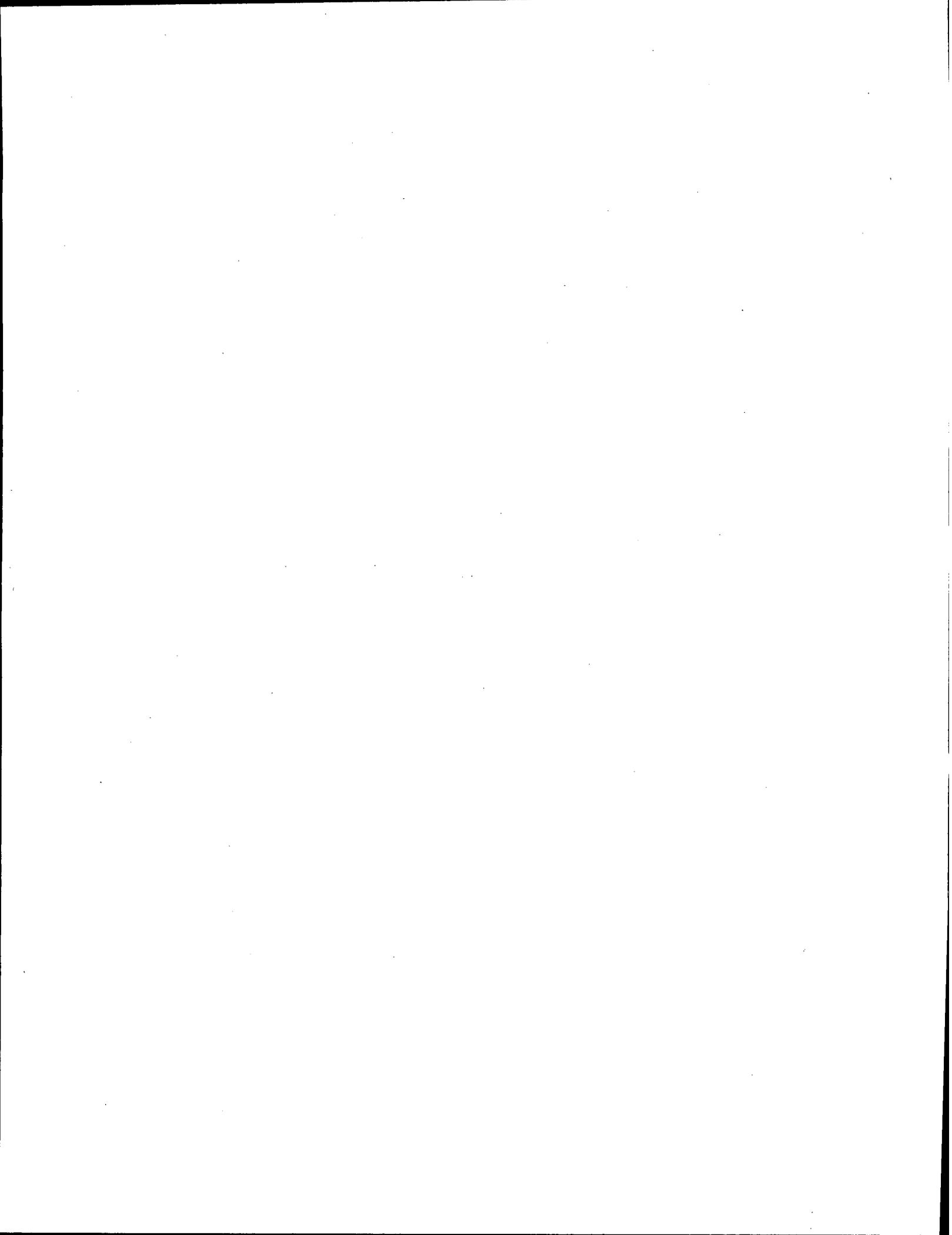
- a. Costs to notify all parties affected by a "security breach";
- b. Overtime salaries paid to "employees" assigned to handle inquiries from parties affected by a "security breach";
- c. Fees and costs of a company hired by you for the purpose of operating a call center to handle inquiries from parties affected by a "security breach";
- d. Post event credit monitoring costs for victims of a "security breach" for up to one year from the date of the "security breach"; and
- e. Any other reasonable expenses incurred by you with our written consent.

"Security breach expenses" do not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system" as a result of a "security breach".

294. "Subsidiary" means any organization in which more than 50 percent of the outstanding securities or voting rights representing the present right to vote for the election of directors, or equivalent position, is owned, in any combination, by one or more "named insured(s)".

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3025. "Suit" means a civil proceeding in which damages to which this ~~policy~~ insurance applies are claimed against the "insured". "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" submits with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

"Suit" does not include a civil proceeding seeking recognition and/or enforcement of a foreign money judgment.

3126. "Virus" means any kind of malicious code designed to damage or destroy any part of ~~the~~ "computer system" (including "electronic data") or disrupt its normal functioning.

3227. "Wrongful act" means:

- a. With respect to Insuring Agreement **1.A**— Web Site Publishing Liability; ~~"wrongful act"~~ means Any actual or alleged error, misstatement or misleading statement posted or published by an "insured" on its web site that results in:
 - (1) An infringement of another's copyright, trademark, trade dress or service mark;
 - (2) Any form of defamation against a person or organization; or
 - (3) A violation of a person's right of privacy.

b. With respect to Insuring Agreement **2.B**— Network Security Breach Liability; ~~"wrongful act"~~ means

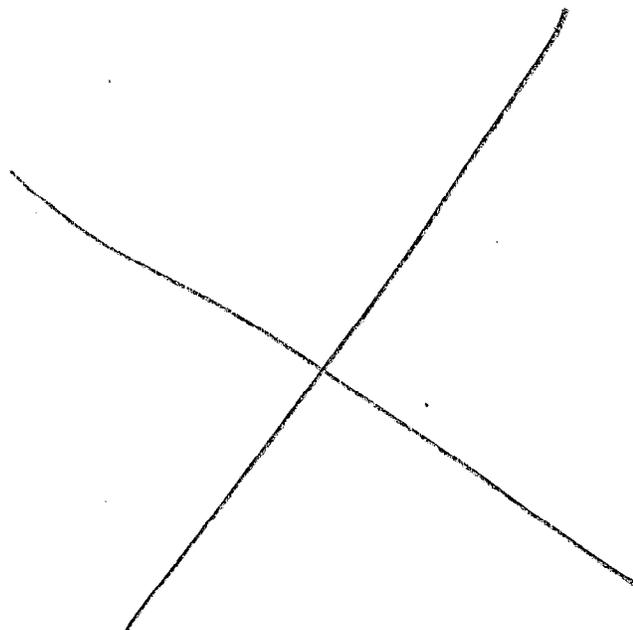
Any actual or alleged neglect, breach of duty or omission by an "insured" that results in: ~~the unauthorized access to the "insured's" "computer system" by a non "insured" and such access results in:~~

- (1) A "security breach" ~~The unauthorized publication by a non "insured" of an "insured's" client's "personal information" which was held within the "insured's" "computer system"; or~~
- (2) An "insured's" "computer system" transmitting, by e-mail or other means, a "virus" to a third party.

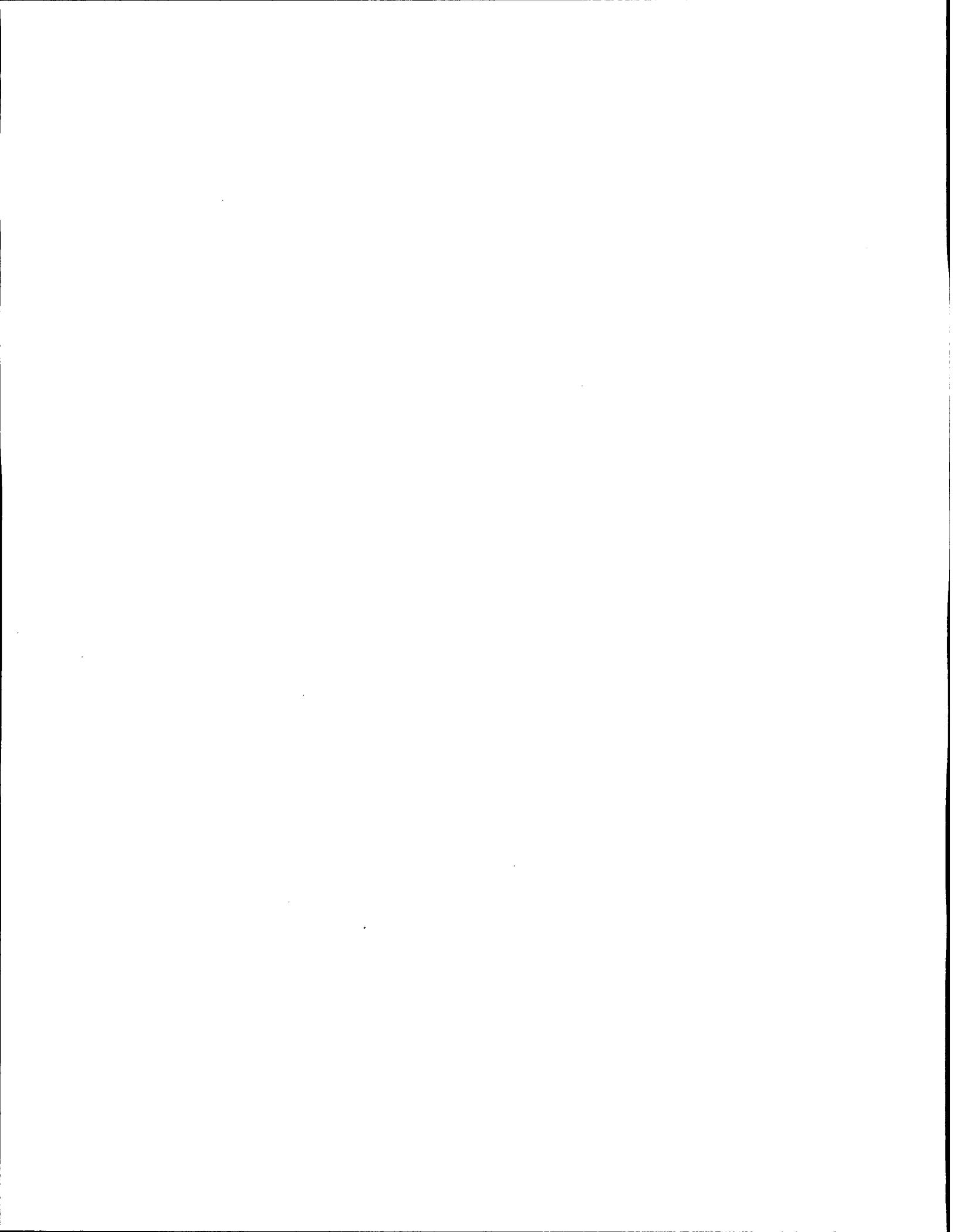
c. With respect to Insuring Agreement **3.** Programming Errors And Omissions Liability:

Any actual or alleged programming error or omission that results in the disclosure of your client's "personal information" held within the "computer system".

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FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY

INSURING AGREEMENTS 1., 2. AND 3. OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ~~ARE~~ NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE THE LIMIT OF INSURANCE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy 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 Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

SECTION I - INSURING AGREEMENTS

1. Web Site Publishing Liability

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

2. Security Breach Liability

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

3. Programming Errors And Omissions Liability

We will pay for "loss" that the "insured" becomes legally obligated to pay, and "defense expenses", as a result of a "claim" first made against the "insured" during the "policy period" or during the applicable Extended Reporting Period for a "wrongful act" or a series of "interrelated wrongful acts" taking place on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

4. Replacement Or Restoration Of Electronic Data

We will pay for "loss" of "electronic data" or "computer programs" stored within the "computer system" resulting directly from an "e-commerce incident" sustained during the "policy period".

5. Extortion Threats

We will pay for "loss" resulting directly from an "extortion threat" communicated to you during the "policy period".

However, we will not pay for "extortion expenses" or "ransom payments" which are part of a series of related threats that began prior to the "policy period".

6. Business Income And Extra Expense

We will pay for "loss" due to an "interruption" resulting directly from an "e-commerce incident" sustained during the "policy period" or an "extortion threat" communicated to you during the "policy period".

7. Public Relations Expense

We will pay for "loss" due to "negative publicity" resulting directly from an "e-commerce incident" or a "security breach" sustained during the "policy period".

8. Security Breach Expense

We will pay for "loss" resulting directly from a "security breach" sustained during the "policy period".

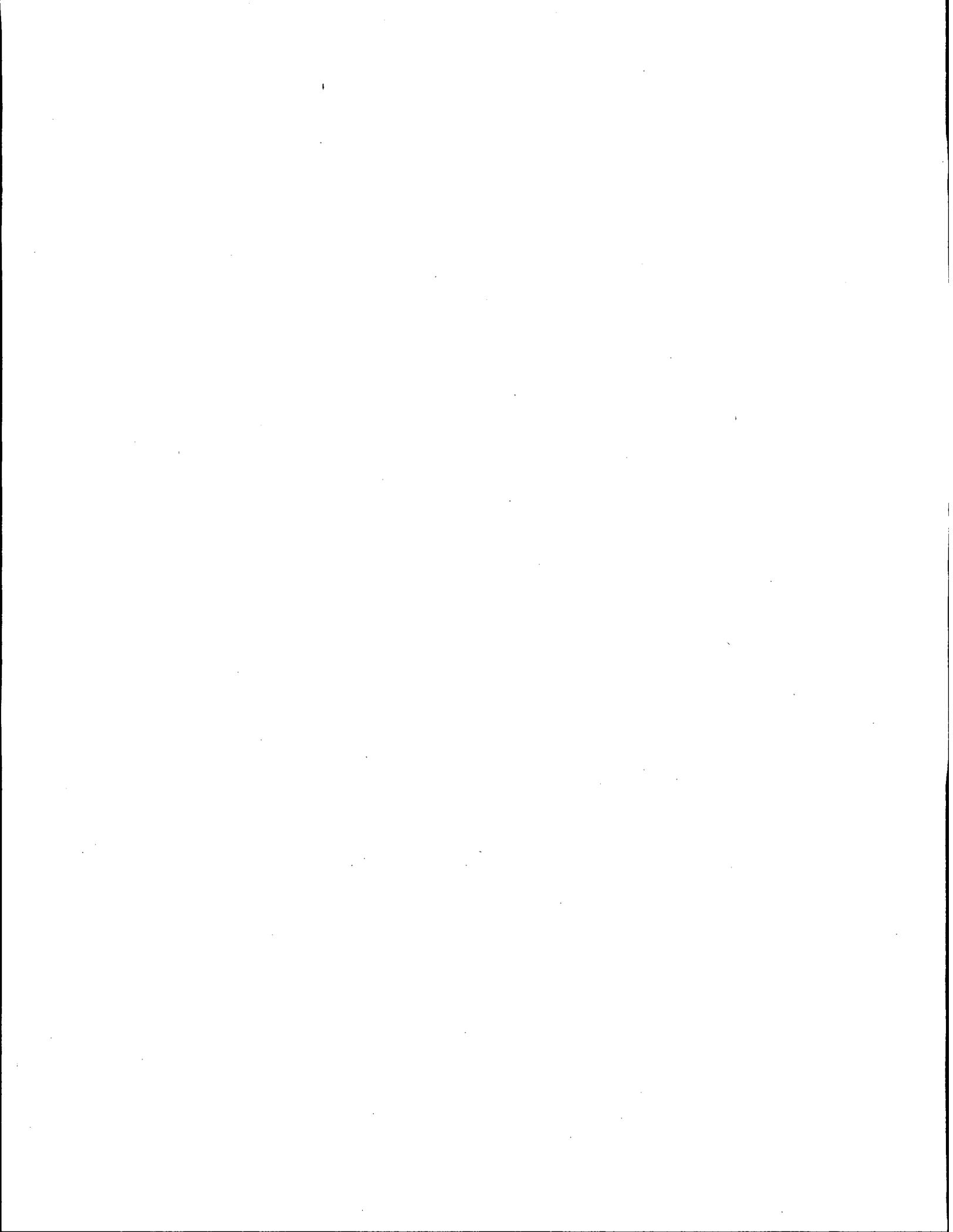
SECTION II - LIMITS OF INSURANCE

1. Policy Aggregate Limit Of Insurance

The most we will pay for all "loss", and "defense expenses" if covered, under this policy is the Policy Aggregate Limit of Insurance shown in the Declarations. The Policy Aggregate Limit of Insurance shall be reduced by the amount of any payment made under the terms of this policy. Upon exhaustion of the Policy Aggregate Limit of Insurance by such payments, we will have no further obligations or liability of any kind under this policy.

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2. Insuring Agreement Aggregate Limit Of Insurance

Subject to the Policy Aggregate Limit of Insurance, the most we will pay for all "loss", and "defense expenses" if covered, under each Insuring Agreement is limited as follows:

- a. The Insuring Agreement Aggregate Limit of Insurance shall be reduced by the amount of any payment for "loss", and "defense expenses" if covered, under that Insuring Agreement; and
- b. Upon exhaustion of the Insuring Agreement Aggregate Limit of Insurance by such payments, we will have no further obligations or liability of any kind under that Insuring Agreement.

SECTION III – DEDUCTIBLE

1. Subject to Section II – Limits Of Insurance:

- a. Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability:

We will pay only the amount of "loss", and "defense expenses", which are in excess of the applicable Deductible Amount shown in the Declarations resulting from the same "wrongful act" or "interrelated wrongful acts". Such Deductible Amount will be borne by you, self-insured, and at your own risk.

- b. Under Insuring Agreements 4. Replacement Or Restoration Of Electronic Data, 5. Extortion Threats, 7. Public Relations Expense and 8. Security Breach Expense:

We will pay only the amount of "loss" which is in excess of the applicable Deductible Amount shown in the Declarations.

- c. Under Insuring Agreement 6. Business Income And Extra Expense:

We will pay only the amount of "loss" which exceeds the greater of:

- (1) The Deductible Amount shown in the Declarations; or
- (2) The amount of "loss" incurred during the Waiting Period shown in the Declarations.

2. In the event a "loss" is covered under more than one Insuring Agreement, only the highest Deductible Amount applicable to the "loss" shall be applied.

SECTION IV – DEFENSE AND SETTLEMENT

The provisions contained within this section apply only to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.

1. We shall have the right and duty to select counsel and defend the "insured" against any "claim" covered under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability, even if the allegations of such "claim" are groundless, false or fraudulent. However, we shall have no duty to defend the "insured" against any "claim" which is not covered under any of these Insuring Agreements.
2. We may, upon the written consent of the "insured", make any settlement of a "claim" which we deem reasonable. If the "insured" withholds consent to such settlement, our liability for all "loss" resulting from such "claim" will not exceed the amount for which we could have settled such "claim", plus "defense expenses" incurred, as of the date we proposed such settlement in writing to the "insured". Upon refusing to consent to a settlement we deem reasonable, the "insured" shall, at its sole expense, assume all further responsibility for its defense, including all additional costs associated with the investigation, defense and/or settlement of such "claim".

SECTION V – EXCLUSIONS

We will not be liable for "loss" or "defense expenses":

1. Based upon, attributable to or arising out of lightning, earthquake, hail, volcanic action, or any other act of nature.
2. Based upon, attributable to or arising out of:
 - a. War, including undeclared or civil war or civil unrest;
 - b. Warlike action by military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.
3. Based upon, attributable to or arising out of the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.
4. Based upon, attributable to or arising out of bodily injury or physical damage to or destruction of tangible property, including loss of use thereof.

Bodily injury includes bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

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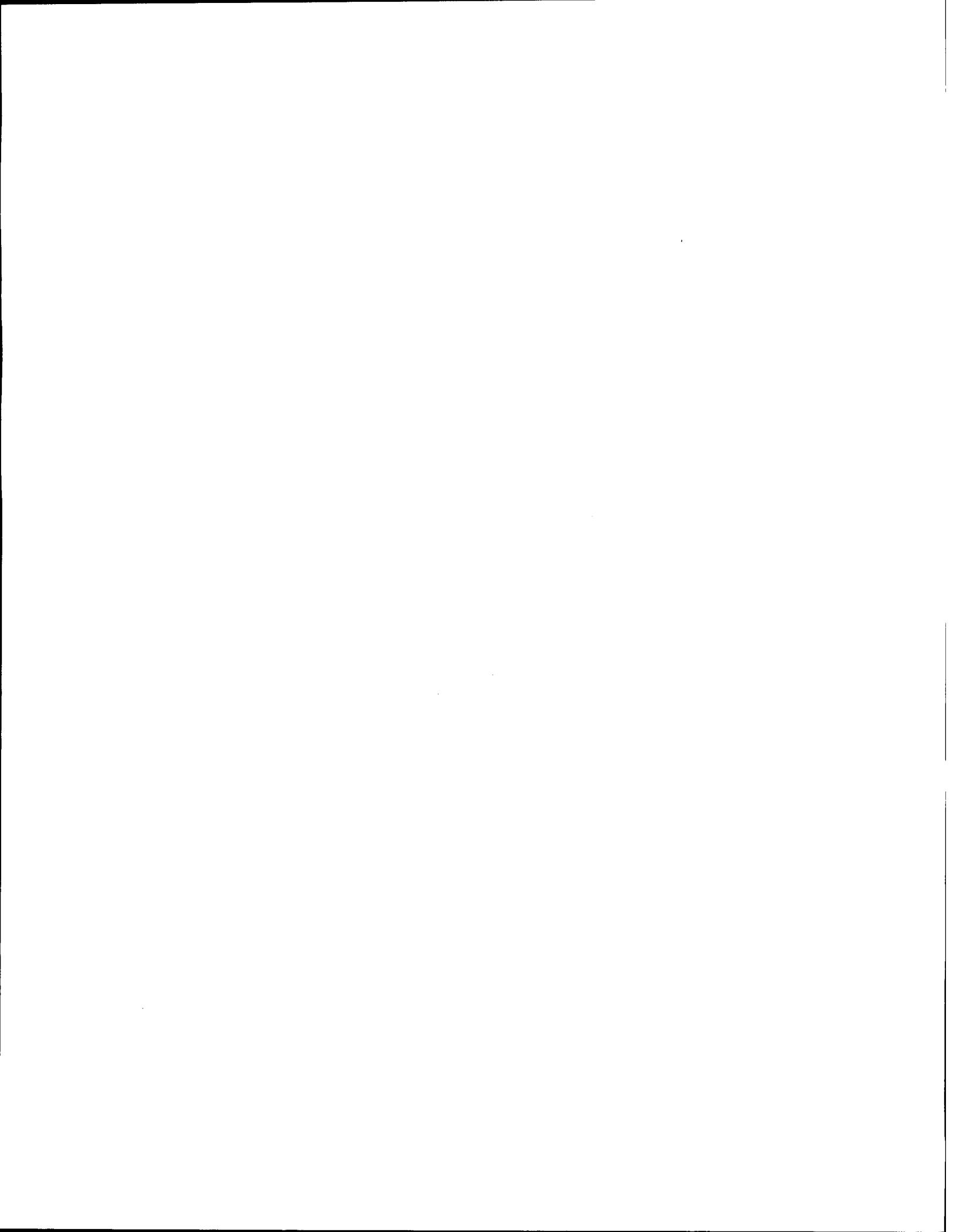
5. Based upon, attributable to or arising out of an unexplained or indeterminable failure, malfunction or slowdown of the "computer system", including "electronic data" and the inability to access or properly manipulate the "electronic data".
6. Based upon, attributable to or arising out of an "interruption" in normal computer function or network service or function due to insufficient capacity to process transactions or due to an overload of activity on the "computer system" or network. However, this exclusion does not apply if such "interruption" is caused by an "e-commerce incident".
7. Based upon, attributable to or arising out of a complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause.
8. Based upon, attributable to or arising out of the failure, reduction in or surge of power.
9. Based upon, attributable to or arising out of any actual or alleged violation of the Racketeer Influenced And Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state or local statutory or common law.
10. Based upon, attributable to or arising out of the malfunction or failure of any satellite.
11. Based upon, attributable to or arising out of an injury caused by an "insured" or at an "insured's" direction with the knowledge that the act would violate the rights of another.
12. Based upon, attributable to or arising out of an oral or written publication of material, if done by an "insured" or at an "insured's" direction with knowledge of its falsity.
13. Based upon, attributable to or arising out of an "insured's" assumption of liability by contract or agreement, whether oral or written. However, this exclusion does not apply to liability for damages that an "insured" would have in the absence of such contract or agreement.
14. Based upon, attributable to or arising out of any actual or alleged patent or trade secret violation, including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996 or the Uniform Trade Secrets Act and their amendments.
15. Based upon, attributable to or arising out of:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - b. Any 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
 - c. A "claim" or "suit" brought by or on behalf of any governmental authority for damages 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".
16. Based upon, attributable to or arising out of any "claim", "suit" or other proceeding against an "insured" which was pending or existed prior to the "policy period", or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim", "suit" or other proceeding.
17. Based upon, attributable to or arising out of your employment practices including, but not limited to, termination of employment, demotion, reassignment, discipline, harassment, coercion or refusal to employ regardless of whether you are liable as an employer or in any other capacity.
18. Based upon, attributable to or arising out of a "wrongful act" or "interrelated wrongful acts" that occurred before the Retroactive Date, if any, shown in the Declarations.
19. Based upon, attributable to or arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this policy is a renewal or replacement.
20. Based upon, attributable to or arising out of any criminal, dishonest, malicious or fraudulent act or any willful violation of any statute or regulation by any "insured", acting alone or in collusion with others.

However, with the exception of "claims" excluded under Exclusion 14., we will defend "claims" first made against an "insured" alleging such acts or violations until final adjudication is rendered against that "insured". Final adjudication rendered against one "insured" shall not be imputed to any other "insured".

We will not provide indemnification for any "claims" to which any "insured" enters a guilty plea or pleads no contest, and we will not provide a defense from the time we become aware that any "insured" intends to so plead.
21. Based upon, attributable to or arising out of costs, fees or other expenses you incur in establishing either the existence or the amount of "loss" covered under this policy.

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- 22. Based upon, attributable to or arising out of any action by a governmental authority, including the seizure or destruction of property by order of governmental authority. However, this exclusion shall not apply to actions brought by governmental authority acting solely in its capacity as a customer of the "named insured" or one of its "subsidiaries".
- 23. Based upon, attributable to or arising out of any action by a governmental or quasi-governmental authority or agency including, but not limited to, regulatory actions brought against you on behalf of the Federal Trade Commission, Federal Communications Commission or other regulatory agency. However, this exclusion shall not apply to actions brought by governmental authority acting solely in its capacity as a customer of the "named insured" or one of its "subsidiaries".
- 24. Based upon, attributable to or arising out of costs associated with upgrading or improving the "computer system" regardless of the reason for the upgrade.
- 25. Based upon, attributable to or arising out of "claims" brought or alleged by one "insured" against another.
- 26. Based upon, attributable to or arising out of unintentional errors or omissions in the entry of "electronic data" into the "computer system".

SECTION VI – CONDITIONS

1. Cancellation

- a. The first "named insured" shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first "named insured" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first "named insured's" last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- e. If this policy is canceled, we will send the first "named insured" any premium refund due. If we cancel, the refund will be prorated. If the first "named insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

2. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first "named insured" shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

3. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

4. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or institution to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. Premiums

The first "named insured" shown in the Declarations:

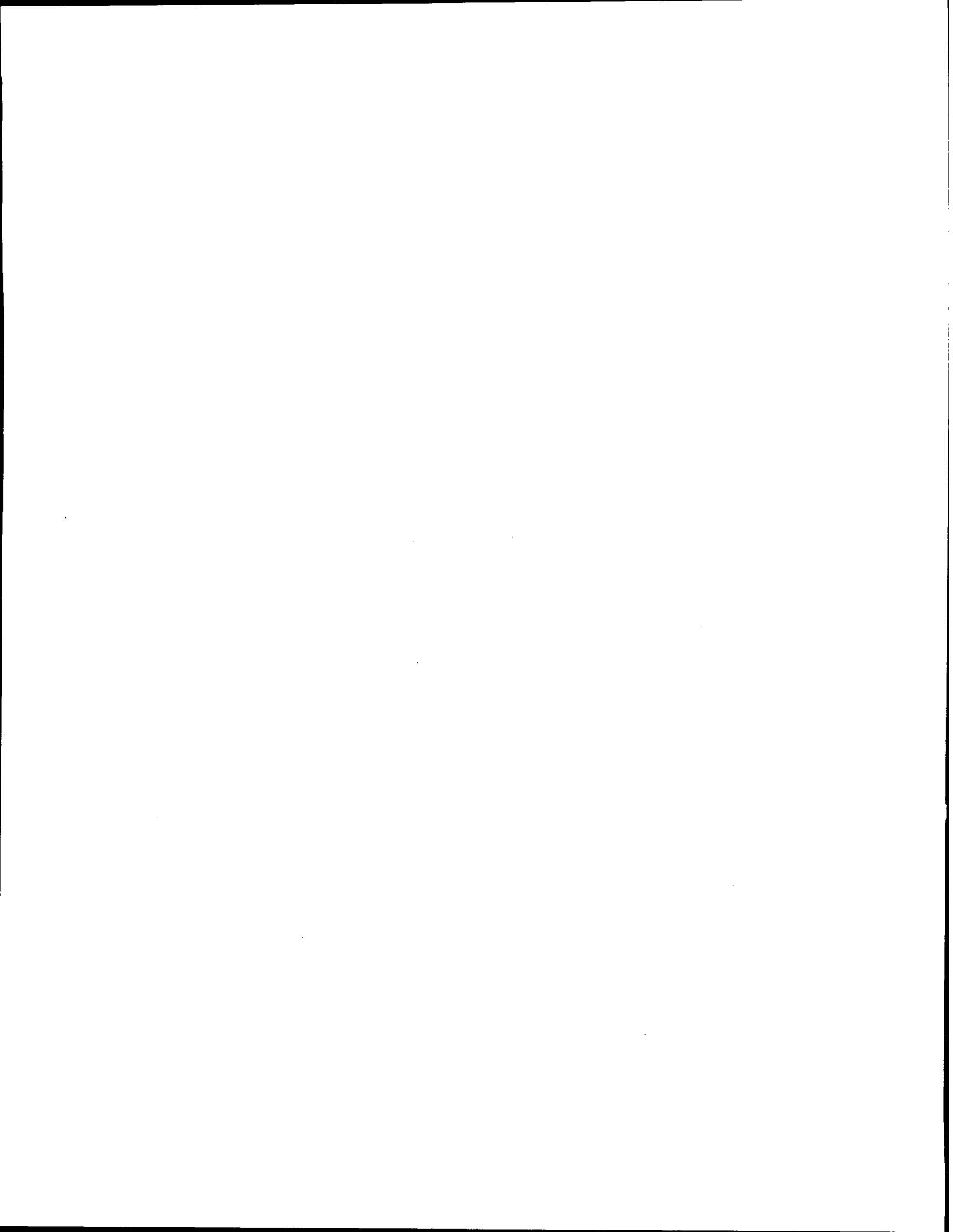
- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

6. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

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7. Subrogation

In the event of any payment under this policy, we shall be subrogated to the extent of such payment to you and/or your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in your name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- a. To you, until you are reimbursed for any "loss" you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;
- b. Then to us, until we are reimbursed for the payment made under this policy;
- c. Then to you, until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

8. Bankruptcy

Your bankruptcy will not relieve us of our obligations under this policy. However, this condition shall not apply to any financial institution which is not subject to bankruptcy law.

9. Representations

You represent and warrant that all information and statements contained in the "application" are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and constitute a part of this policy. Misrepresentation of any material fact may be grounds for the rescission of this policy.

10. Changes In Exposure

a. Acquisition Or Creation Of Another Institution

If before or during the "policy period":

- (1) You acquire securities or voting rights in another institution or create another institution which, as a result of such acquisition or creation, becomes a "subsidiary"; or
- (2) You acquire any institution through merger or consolidation;

then such institution will be covered under this policy but only with respect to "wrongful acts" or "loss" which occurred after the effective date of such acquisition or creation provided, with regard to Paragraphs a.(1) and a.(2), you:

- (a) Give us written notice of the acquisition or creation of such institution within 90 days after the effective date of such action;

- (b) Obtain our written consent to extend the coverage provided by this policy to such institution; and
- (c) Upon obtaining such consent, pay us an additional premium.

b. Acquisition Of Named Insured

If during the "policy period":

- (1) The "named insured" merges into or consolidates with another institution, such that the "named insured" is not the surviving institution; or
- (2) Another institution, or person or group of institutions and/or persons acting in concert, acquires securities or voting rights which result in ownership or voting control by the other institution(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the "named insured";

then the coverage afforded under this policy will continue until the end of the "policy period", but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the effective date of such merger, consolidation or acquisition.

The full annual premium for the "policy period" will be deemed fully earned immediately upon the occurrence of such merger, consolidation or acquisition of the "named insured".

The "named insured" must give written notice of such merger, consolidation or acquisition to us as soon as practicable, together with such information as we may reasonably require.

c. Cessation Of Subsidiaries

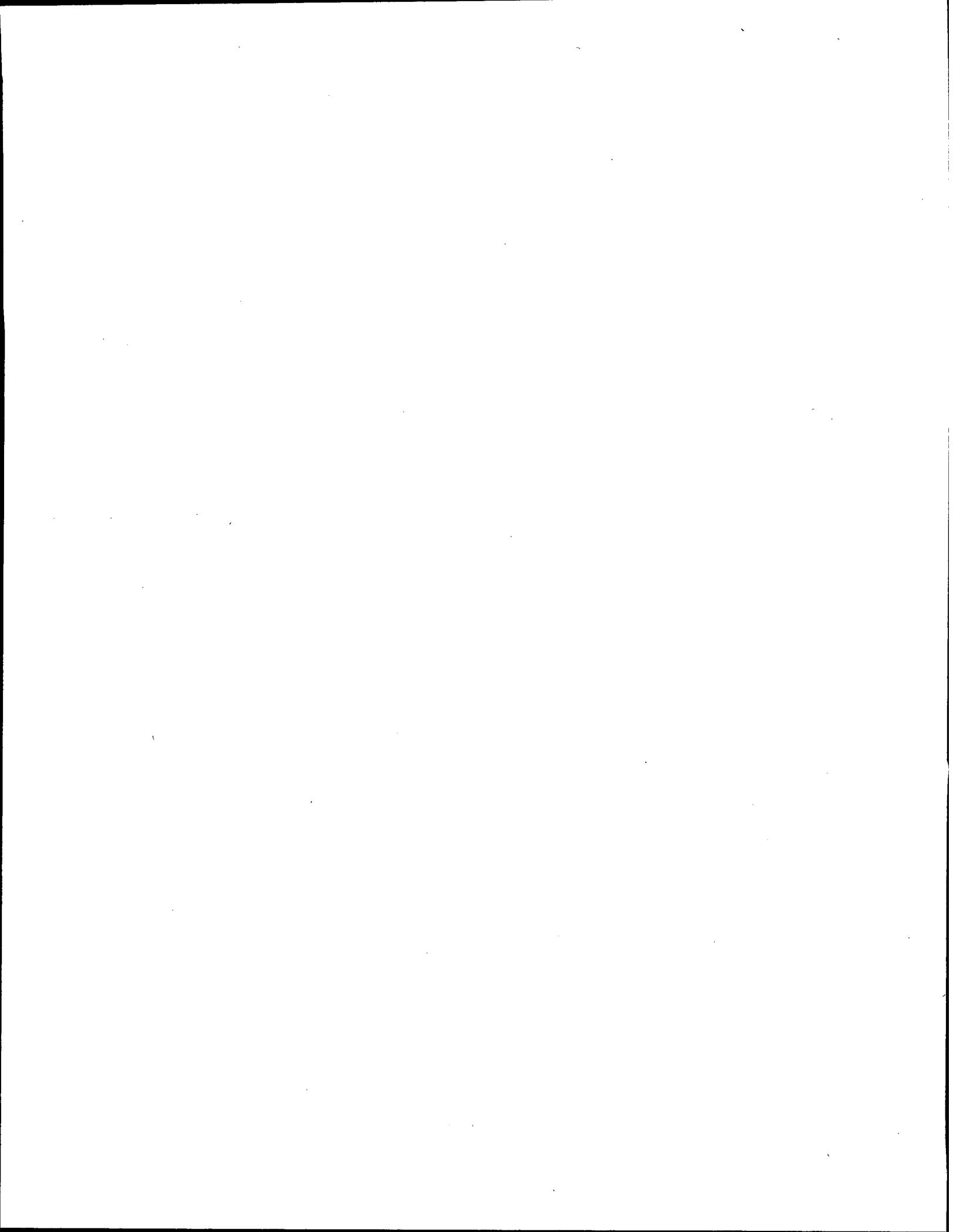
If before or during the "policy period" an institution ceases to be a "subsidiary", the coverage afforded under this policy with respect to such "subsidiary" will continue until the end of the "policy period" but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the date such institution ceased to be a "subsidiary".

d. Official Appointments

If during the "policy period" the appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to the "named insured" occurs, the coverage afforded under this policy will continue until the end of the "policy period" but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the effective date of such appointment.

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The full annual premium for the "policy period" will be deemed fully earned immediately upon the occurrence of such appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official.

11. Other Insurance

- a. If any covered "claim" or "loss" is insured by any other valid policy, then this policy shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this policy by reference in such other policy to this policy's policy number.
- b. When this policy is excess, we shall have no duty under Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

12. Legal Action Against Us

- a. No person or organization has a right:
 - (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
 - (2) To sue us under 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 Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first "named insured" and the claimant or the claimant's legal representative.

- b. You may not bring any legal action against us involving "loss":
 - (1) Unless you have complied with all the terms of this policy;
 - (2) Until 90 days after you have filed proof of loss with us; and
 - (3) Unless brought within two years from the date you reported the loss to us.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

13. Separation Of Insureds

Except with respect to the applicable Aggregate Limit of Insurance, and any rights or duties specifically assigned in Insuring Agreement 1. Web Site Publishing Liability, 2. Security Breach Liability or 3. Programming Errors And Omissions Liability to the first "named insured", this policy applies separately to each "insured" against whom "claim" is made.

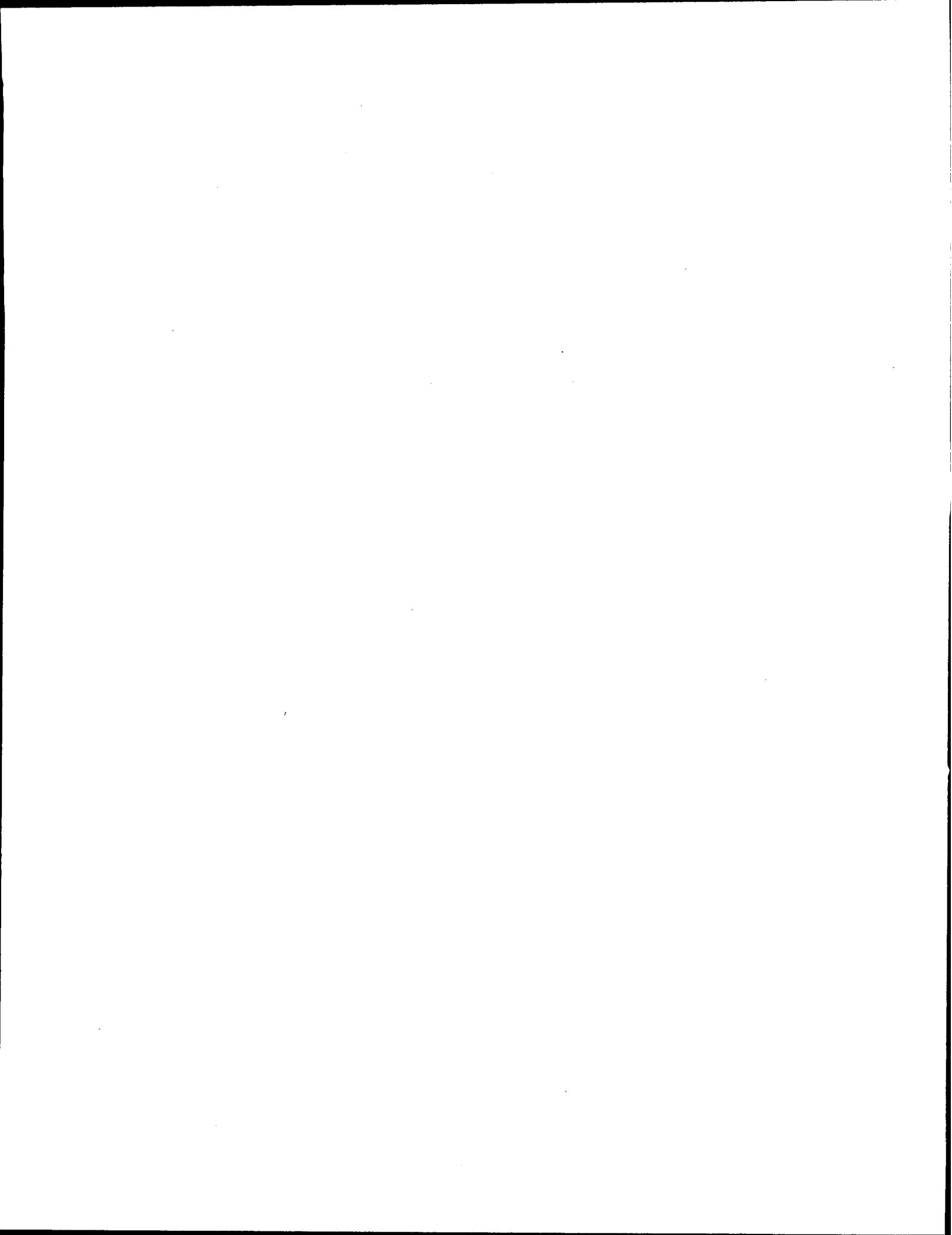
14. Duties In The Event Of Claim Or Loss

In the event of either an occurrence or offense that may result in a "claim" against an "insured" or a "loss" or situation that may result in a "loss" covered under this policy, you must see to it that we are notified in writing as soon as practicable, but not to exceed 30 days, and cooperate with us in the investigation and settlement of the "claim" or "loss". Additionally:

- a. Under Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability, you must:
 - (1) Immediately record the specifics of the "claim" and the date received;
 - (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (3) Authorize us to obtain records and other information; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of an occurrence or offense to which this policy may also apply.
- You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- A "claim" brought by a person or institution seeking damages will be deemed to have been made when the "claim" is received by an "insured".
- b. Under Insuring Agreements 4. Replacement Or Restoration Of Electronic Data and 5. Extortion Threats, you must:
 - (1) Notify local law enforcement officials;
 - (2) Submit to examination under oath at our request and give us a signed statement of your answers; and
 - (3) Give us a detailed, sworn proof of loss within 120 days.

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- (4) In addition, under Insuring Agreement 5. Extortion Threats, you must:
- (a) Determine that the "extortion threat" has actually occurred;
 - (b) Make every reasonable effort to immediately notify an associate and the security firm, if any, before making any "ransom payment" based upon the "extortion threat"; and
 - (c) Approve any "ransom payment" based upon an "extortion threat".

15. Valuation – Settlement

- a. All premiums, Aggregate Limits of Insurance, Deductible Amounts, "loss" and any other monetary amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of "loss" under this policy is expressed in any currency other than United States of America dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon or the other component of "loss" is due, respectively.
- b. With respect to "loss" covered under Insuring Agreement 6. Business Income And Extra Expense:
 - (1) The amount of "business income" will be determined based on consideration of:
 - (a) The net income generated from your "e-commerce activities" before the "interruption" occurred;
 - (b) The likely net income generated by your "e-commerce activities" if no "interruption" had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "e-commerce incident" on customers or on other businesses;
 - (c) The operating expenses, including payroll, necessary to resume your "e-commerce activities" with the same quality of service that existed before the "interruption"; and
 - (d) Other relevant sources of information, including your financial records and accounting procedures, bills, invoices and other vouchers, and debts, liens and contracts.

However, the amount of "business income" will be reduced to the extent that the reduction in the volume of business from the affected "e-commerce activities" is offset by an increase in the volume of business from other channels of commerce such as via telephone, mail or other sources.

- (2) The amount of "extra expense" will be determined based on:
 - (a) Necessary expenses that exceed the normal operating expenses that would have been incurred in the course of your "e-commerce activities" during the period of coverage if no "interruption" had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the period of coverage, once your "e-commerce activities" are resumed; and
 - (b) Necessary expenses that reduce the "business income" "loss" that otherwise would have been incurred during the period of coverage.

16. Extended Reporting Periods

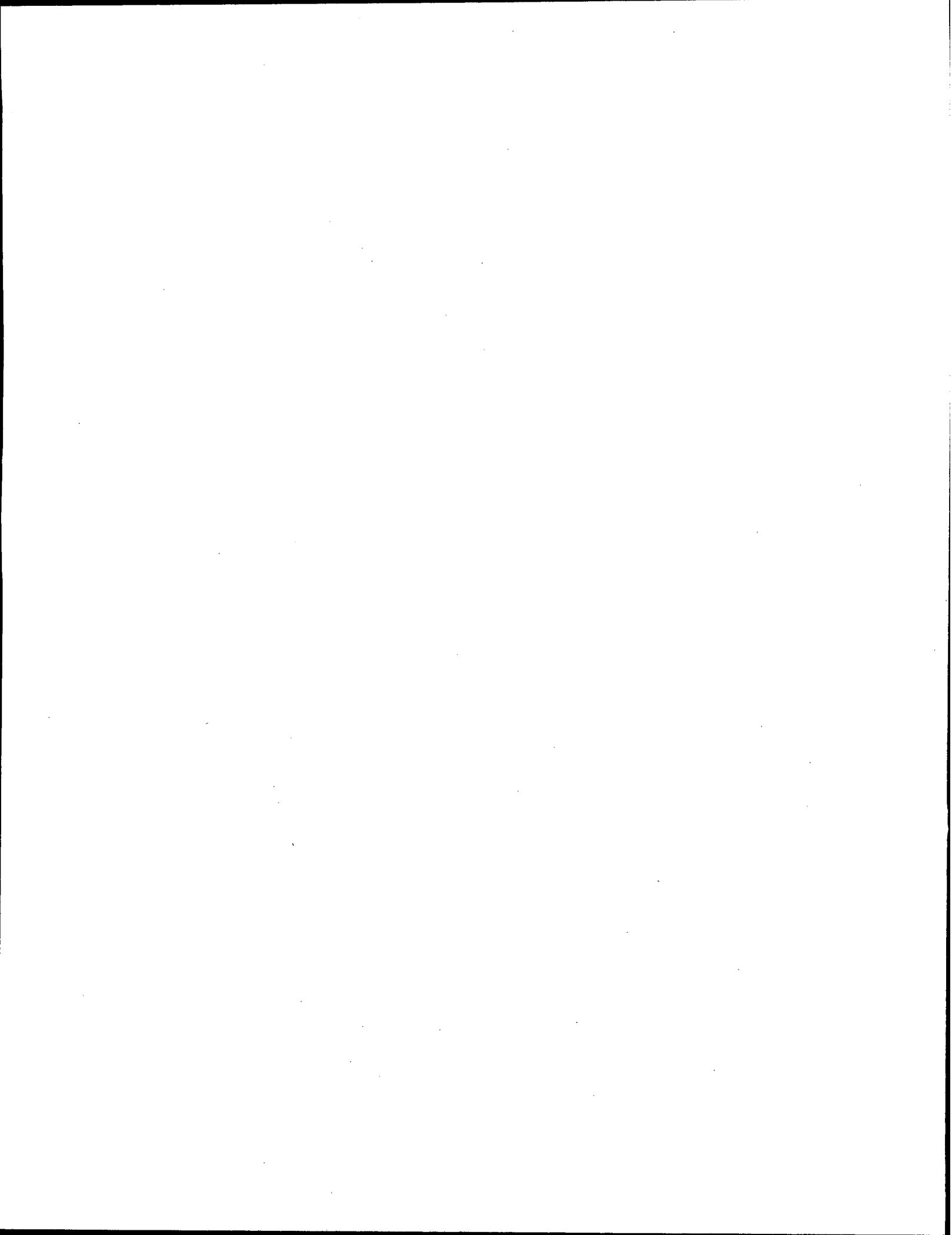
The provisions contained within this condition apply only to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability.

a. Basic Extended Reporting Period

- (1) A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 30 days. A "claim" first made and reported by the "insured" during this 30-day period will be considered to have been received within the "policy period". However, the 30-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the "insured", or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".
- (2) The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (a) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and

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- (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".

b. Supplemental Extended Reporting Period

- (1) A Supplemental Extended Reporting Period is available if this policy is canceled or not renewed by us, but only by endorsement and for an extra charge. The Supplemental Extended Reporting Period is available unless:
 - (a) We cancel this policy for nonpayment of premium; or
 - (b) You fail to pay any amounts owed us.
- (2) In order to obtain a Supplemental Extended Reporting Period, you must give us a written request for the Supplemental Extended Reporting Period Endorsement together with the full payment of the additional premium for the endorsement within 30 days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- (3) The Supplemental Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (a) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (b) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the "policy period".
- (4) Once in effect, the Supplemental Extended Reporting Period may not be canceled. The premium for the Supplemental Extended Reporting Period Endorsement will be deemed to be fully earned as of the date it is purchased.

- c. There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period or the Supplemental Extended Reporting Period. The limit of insurance available during the Basic Extended Reporting Period, and the Supplemental Extended Reporting Period if purchased, shall be the remaining amount, if any, of the Aggregate Limit of Insurance of the respective Insuring Agreement, subject to the remaining amount of the Policy Aggregate Limit of Insurance at the time this policy was canceled or nonrenewed.
- d. The provisions of the Basic Extended Reporting Period and the Supplemental Extended Reporting Period shall not extend to any federal or state official or agency, or to any receiver, conservator, trustee, liquidator, or rehabilitator or any similar official, acting or appointed to take over the "Insured's" business for the operation or liquidation thereof or for any other purpose.

17. Confidentiality

Under Insuring Agreement 5. Extortion Threats, you must make every reasonable effort not to divulge the existence of this coverage.

18. Territory

This policy covers "wrongful acts" which occurred anywhere in the world. However, "suits" must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.

SECTION VII – DEFINITIONS

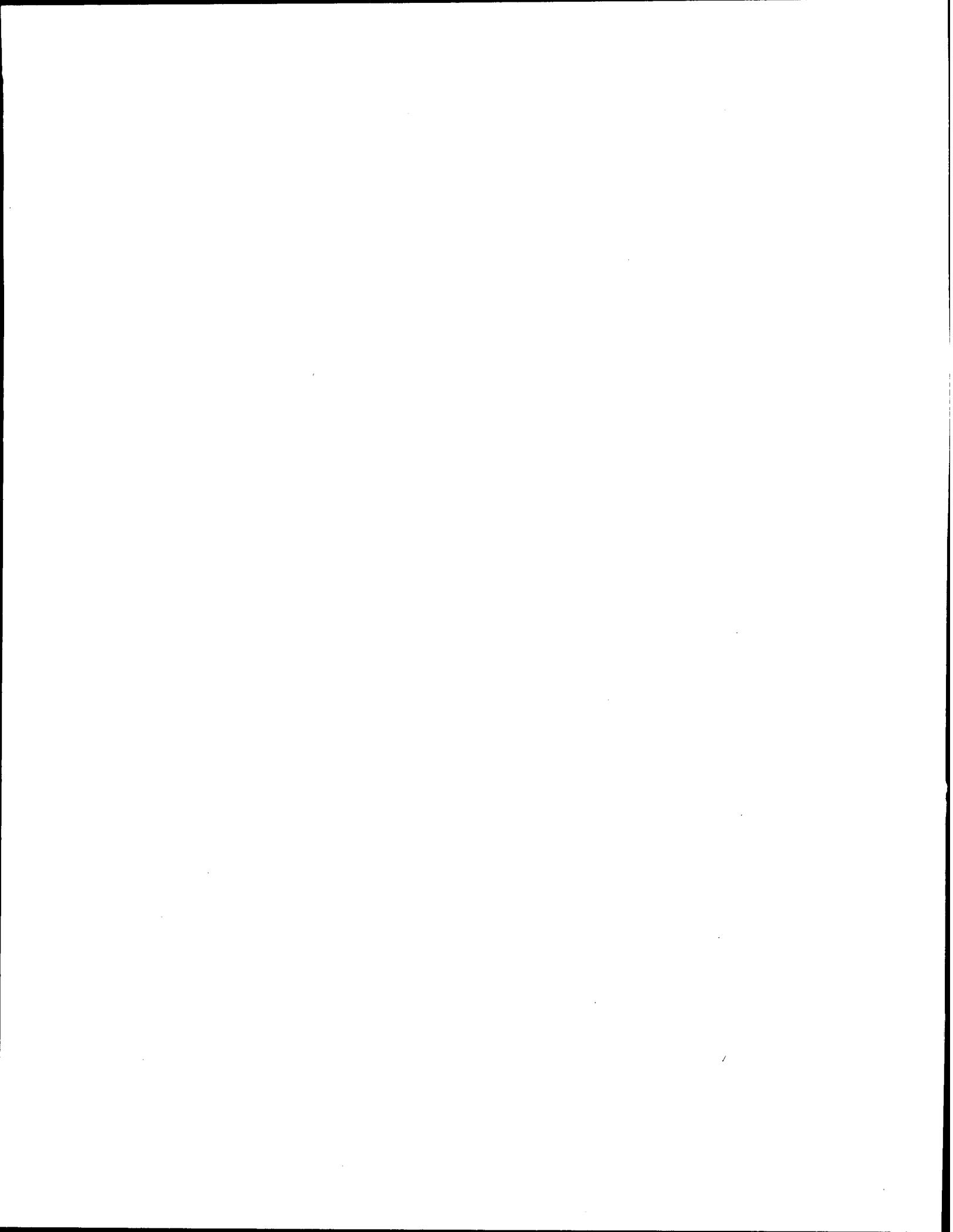
- 1. "Application" means the signed application for this policy, including any attachments and other materials submitted in conjunction with the signed application.
- 2. "Business income" means the:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
- 3. "Claim" means:
 - a. A written demand for monetary damages; or
 - b. A civil proceeding commenced by the service of a complaint or similar proceeding; against any "insured" for a "wrongful act", including any appeal therefrom.
- 4. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".

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5. "Computer system" means the following, and is limited to "computer systems" which are owned by you or which are licensed or leased to you by a Service Provider shown in the Declarations:

- a. Computers, including Personal Digital Assistants (PDAs) and other transportable or hand-held devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks;
- by which "electronic data" is collected, transmitted, processed, stored or retrieved.

6. "Defense expenses" means the reasonable and necessary fees (attorneys' and experts' fees) and expenses incurred in the defense or appeal of a "claim", including appeal bonds but excluding wages, salaries, benefits or expenses of your "employees".

7. "E-commerce activities" means those activities conducted by you in the normal conduct of your business via your web site and your e-mail system.

8. "E-commerce incident" means a:

- a. "Virus";
- b. Malicious code; or
- c. Denial of service attack;

introduced into or enacted upon the "computer system" (including "electronic data") or a network to which it is connected, that is designed to damage, destroy, delete, corrupt or prevent the use of or access to any part of the "computer system" or otherwise disrupt its normal operation.

Recurrence of the same "virus" after the "computer system" has been restored shall constitute a separate "e-commerce incident".

9. "Electronic data" means digital information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. "Electronic data" is not tangible property.

"Electronic data" does not include your "electronic data" that is licensed, leased, rented or loaned to others.

10. "Employee" means:

- a. Permanent, temporary or leased employees;
- b. Officers;
- c. Volunteer workers; and
- d. Partners;

of the "named insured" and those of any institution qualifying as a "subsidiary" under the terms of this policy, but only while acting within the scope of their duties as determined by the "named insured" or such "subsidiary".

11. "Extortion expenses" means:

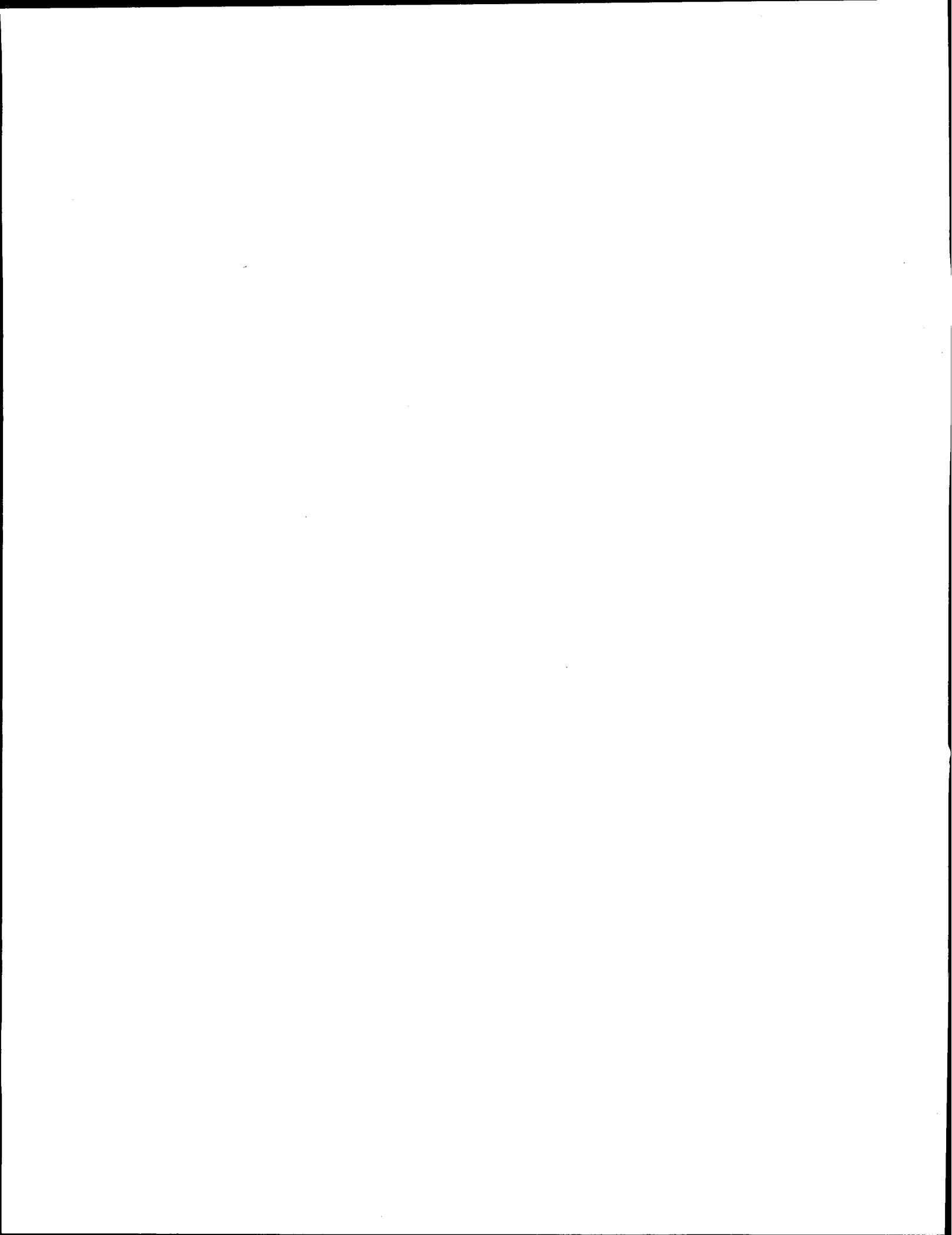
- a. Fees and costs of:
 - (1) A security firm; or
 - (2) A person or entity hired with our consent to determine the validity and severity of an "extortion threat" made against you. Such consent will not be unreasonably withheld;
- b. Interest costs paid by you for any loan from a financial institution taken by you to pay a ransom demand;
- c. Reward money paid by you to an "informant" which leads to the arrest and conviction of parties responsible for "loss"; and
- d. Any other reasonable expenses incurred by you with our written consent, including:
 - (1) Fees and costs of independent negotiators; and
 - (2) Fees and costs of a company hired by you, upon the recommendation of the security firm, to protect your "electronic data" from further threats made by the same person(s).

12. "Extortion threat" means a threat or series of related threats:

- a. To perpetrate an "e-commerce incident";
- b. To disseminate, divulge or utilize:
 - (1) Your proprietary information; or
 - (2) Weaknesses in the source code; within the "computer system" by gaining unauthorized access to such "computer system";
- c. To destroy, corrupt or prevent normal access to the "computer system" by gaining unauthorized access to such "computer system";
- d. To inflict "ransomware" on the "computer system" or a network to which it is connected; or
- e. To publish your client's "personal information".

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13. "Extra expense" means necessary expenses you incur:

- a. During an "interruption" that you would not have incurred if there had been no "interruption"; or
- b. To avoid or minimize the suspension of your "e-commerce activities".

"Extra expense" does not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system".

14. "Informant" means a person, other than an "employee", providing information not otherwise obtainable, solely in return for a reward offered by you.

15. "Insured" means any "named insured" and its "employees".

16. "Interrelated wrongful acts" means all "wrongful acts" that have the same common nexus of:

- a. Fact, circumstance, situation, event, transaction or cause; or
- b. Series of related facts, circumstances, situations, events, transactions or causes.

17. "Interruption" means:

a. With respect to an "e-commerce incident":

- (1) An unanticipated cessation or slowdown of your "e-commerce activities"; or
- (2) Your suspension of your "e-commerce activities" for the purpose of avoiding or mitigating the possibility of transmitting a "virus" or malicious code to another;

and, with regard to Paragraphs a.(1) and a.(2), is deemed to begin when your "e-commerce activities" are interrupted and ends at the earliest of:

- (a) 90 days after the "interruption" begins;
- (b) The time when your "e-commerce activities" are resumed; or
- (c) The time when service is restored to you.

b. With respect to an "extortion threat", your voluntary suspension of your "e-commerce activities":

- (1) Based upon clear evidence of a credible threat; or
- (2) Based upon the recommendation of a security firm, if any;

and, with regard to Paragraphs b.(1) and b.(2), is deemed to begin when your "e-commerce activities" are interrupted and ends at the earliest of:

- (a) 14 days after the "interruption" begins;
- (b) The time when your "e-commerce activities" are resumed; or
- (c) The time when service is restored to you.

18. "Loss" means:

a. With respect to Insuring Agreements 1. Web Site Publishing Liability, 2. Security Breach Liability and 3. Programming Errors And Omissions Liability:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Taxes;
- (5) Royalties;
- (6) Nonmonetary or injunctive relief;
- (7) The amount of any disgorged profits; or
- (8) Matters that are uninsurable pursuant to applicable law.

b. With respect to Insuring Agreement 4. Replacement Or Restoration Of Electronic Data:

The cost to replace or restore "electronic data" or "computer programs" as well as the cost of data entry, reprogramming and computer consultation services.

"Loss" does not include the cost to duplicate research that led to the development of your "electronic data" or "computer programs". To the extent that any "electronic data" cannot be replaced or restored, we will pay the cost to replace the media on which the "electronic data" was stored with blank media of substantially identical type.

c. With respect to Insuring Agreement 5. Extortion Threats:

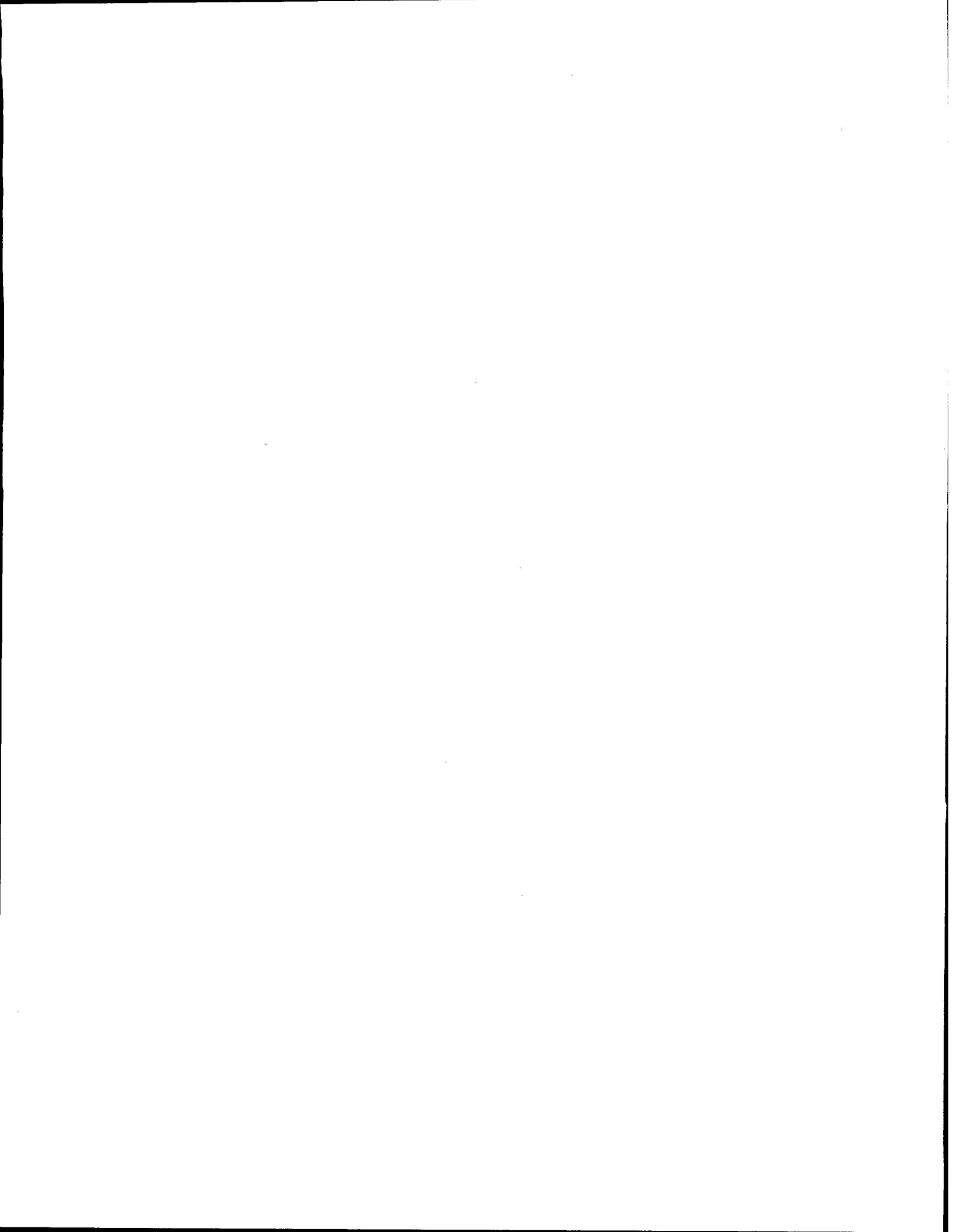
"Extortion expenses" and "ransom payments".

d. With respect to Insuring Agreement 6. Business Income And Extra Expense:

The actual loss of "business income" you sustain and/or "extra expense" you incur.

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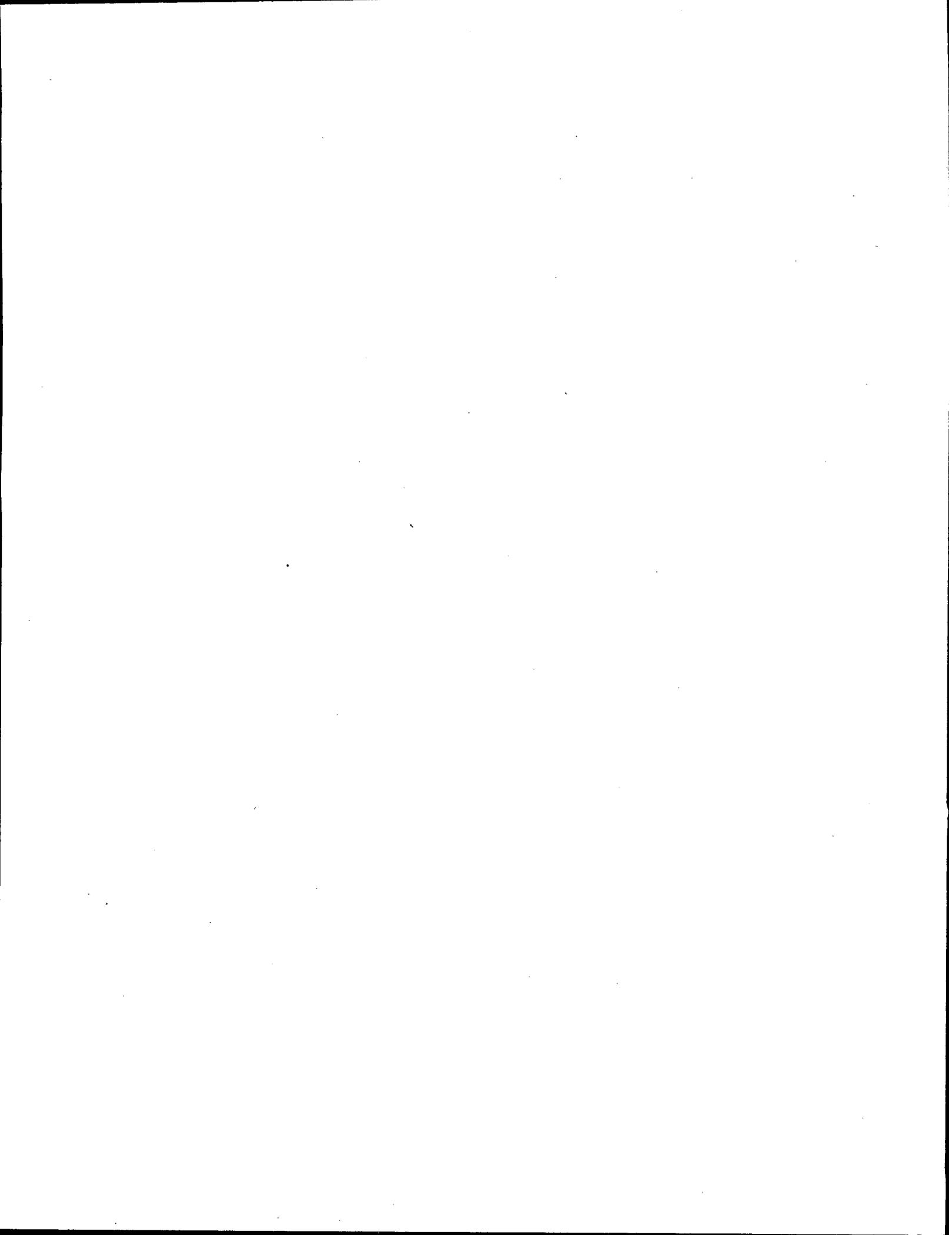


- e. With respect to Insuring Agreement 7. Public Relations Expense:
"Public relations expenses".
 - f. With respect to Insuring Agreement 8. Security Breach Expense:
"Security breach expenses".
19. "Named insured" means the institution or institutions shown in the Declarations and any "subsidiary".
 20. "Negative publicity" means information which has been made public that has caused, or is reasonably likely to cause, a decline or deterioration in the reputation of the "named insured" or of one or more of its products or services.
 21. "Personal information" means any information collected by the "insured" in the normal conduct of its business that is required by law to be protected from public disclosure.
 22. "Policy period" means the period of time from the inception date of this policy shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.
 23. "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.
 24. "Public relations expenses" means:
 - a. Fees and costs of a public relations firm; and
 - b. Any other reasonable expenses incurred by you with our written consent; to protect or restore your reputation solely in response to "negative publicity".
 25. "Ransom payment" means a payment made in the form of cash.
 26. "Ransomware" means any software that encrypts "electronic data" held within the "computer system" and demands a "ransom payment" in order to decrypt and restore such "electronic data".
 27. "Security breach" means:
 - a. The acquisition of "personal information" held within the "computer system" or otherwise by a person who is not authorized to have access to such information; or
 - b. The acquisition of "personal information" held within the "computer system" or otherwise by a person authorized to have access to such information but which results in the unauthorized disclosure of such information.
 28. "Security breach expenses" means:
 - a. Costs to notify all parties affected by a "security breach";
 - b. Overtime salaries paid to "employees" assigned to handle inquiries from parties affected by a "security breach";
 - c. Fees and costs of a company hired by you for the purpose of operating a call center to handle inquiries from parties affected by a "security breach";
 - d. Post event credit monitoring costs for victims of a "security breach" for up to one year from the date of the "security breach"; and
 - e. Any other reasonable expenses incurred by you with our written consent.
- "Security breach expenses" do not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system" as a result of a "security breach".
29. "Subsidiary" means any institution in which more than 50 percent of the outstanding securities or voting rights representing the present right to vote for the election of directors, or equivalent position, is owned, in any combination, by one or more "named insured(s)".
 30. "Suit" means a civil proceeding in which damages to which this policy applies are claimed against the "insured". "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the "insured" submits with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

"Suit" does not include a civil proceeding seeking recognition and/or enforcement of a foreign money judgment.
 31. "Virus" means any kind of malicious code designed to damage or destroy any part of the "computer system" (including "electronic data") or disrupt its normal functioning.
 32. "Wrongful act" means:
 - a. With respect to Insuring Agreement 1. Web Site Publishing Liability:
Any actual or alleged error, misstatement or misleading statement posted or published by an "insured" on its web site that results in:
 - (1) An infringement of another's copyright, trademark, trade dress or service mark;
 - (2) Any form of defamation against a person or institution; or
 - (3) A violation of a person's right of privacy.

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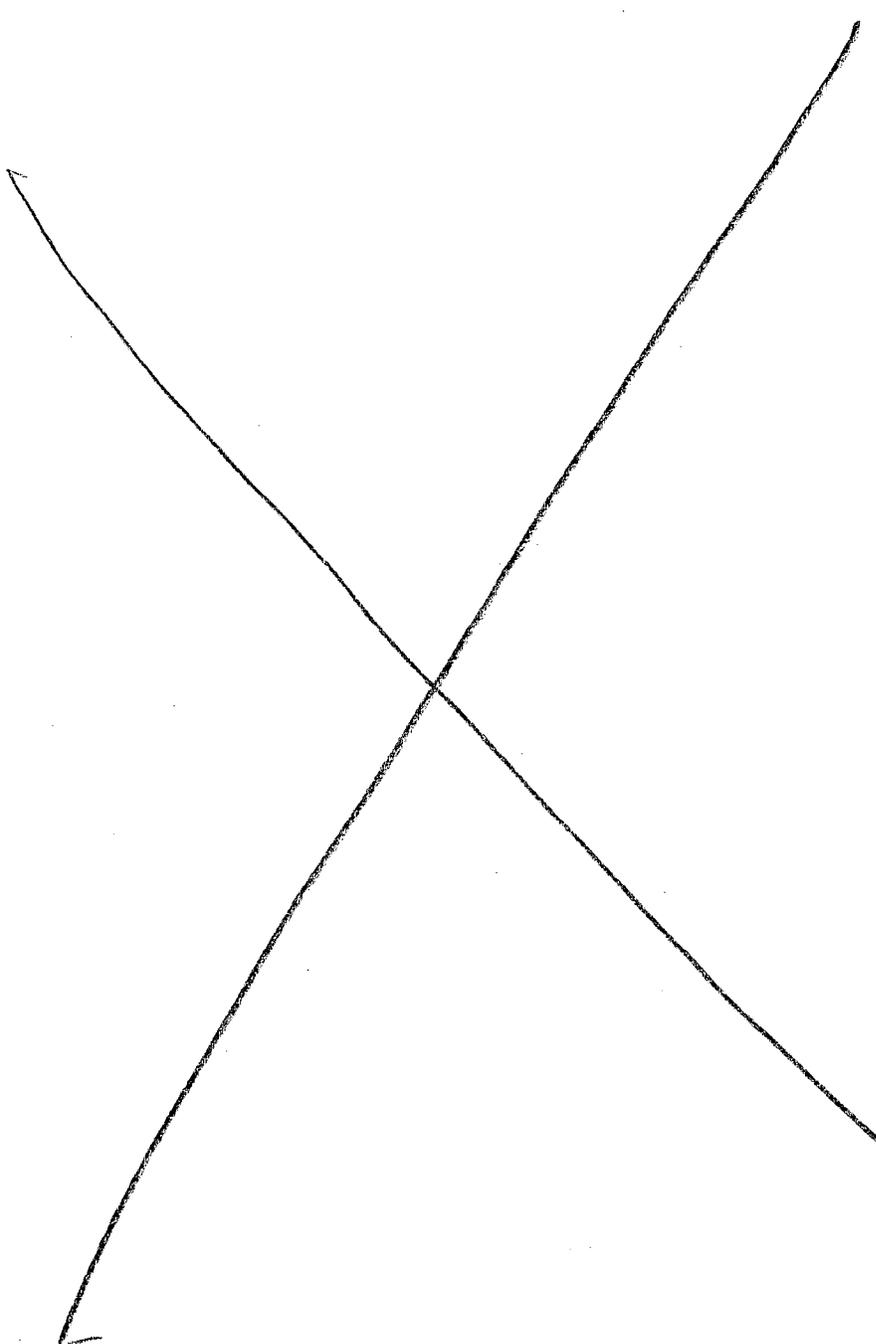
b. With respect to Insuring Agreement 2. Security Breach Liability:

Any actual or alleged neglect, breach of duty or omission by an "insured" that results in:

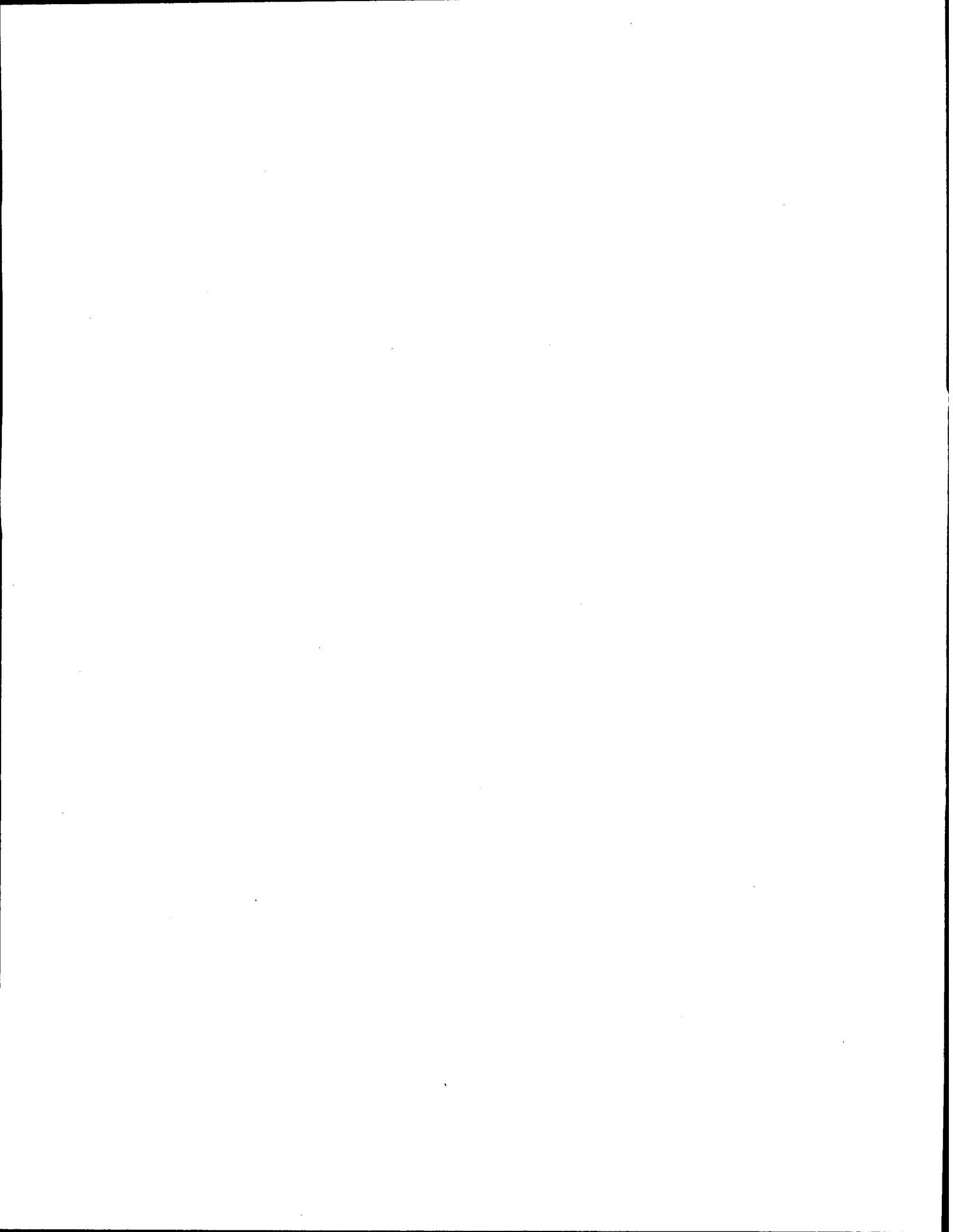
- (1) A "security breach"; or
- (2) A "computer system" transmitting, by e-mail or other means, a "virus" to a third party.

c. With respect to Insuring Agreement 3. Programming Errors And Omissions Liability:

Any actual or alleged programming error or omission that results in the disclosure of your client's "personal information" held within the "computer system".



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If you are requesting coverage for any of the other Insuring Agreements, please answer the remaining questions in this section.

Your Web Site(s) Activities

5. Are your web site(s): Informational; or Used to transact business?
6. Please indicate the types of products and services provided to your customers:
- Electronic Banking Electronic Trading Mortgage Origination
- Insurance (including policy issuance and administration)
- Other:

Your Electronic Data Collection Practices

7. Do you collect data from residents of EU countries who use your web site(s)? Yes No
8. Why do you collect user data?
9. Do you collect any of the following information from your web site(s) users?
- a. Medical information
- b. Checking or savings account information
- c. Information contained on credit, debit, charge, access, convenience, identification, stored value or point-of-service or similar cards
10. For each of the types of information indicated in Question 9. above, how is the information safeguarded during transmission?
11. If the information is safeguarded via a third-party authenticating service, please indicate the following:
- a. Third party's name:
- Address:
- b. Length of relationship with this third party:
12. Once this information is received by you, is it: Stored; or Destroyed?
- If it is stored, what measures do you take to protect it?
- If it is destroyed, how long do you store before it is destroyed?

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Your Network

13. Please indicate whether your network is: Designed; Built; and/or
 Maintained by a third party
14. Is your web site(s) hosted by a third party? Yes No
15. Is your network protected by a firewall? Yes No
If Yes, what type of firewall is it: Hardware-based; or Software-based
16. Do you maintain a firewall log? Yes No
If Yes, what level of detail is captured in your firewall log?
17. How frequently is your firewall log reviewed?
18. How frequently is your firewall log backed-up?
19. How frequently is your firewall log cleared?
20. Do you utilize a 24/7 managed intrusion detection service? Yes No
21. If you do not utilize a managed intrusion detection service, is your network protected by intrusion detection software? Yes No
22. Is your network protected by anti-virus software? Yes No
If Yes, what is the name of the anti-virus software?
23. Do you provide all of your employees with anti-virus software for use with their home computers? Yes No
24. How often are your virus definitions updated?
25. Has an outside auditing firm ever conducted an SAS 70, ISO 17799, BS 7799 or other security audit on your network? Yes No
If Yes, please indicate who performed it and when it was performed (and attach a copy of the report to this application).
26. Have you been certified by an IT security firm? Yes No
If Yes, when is the next scheduled audit?
If Yes, what certification does your institution hold, and when was the audit performed (and attach a copy of the certification)?
27. What additional protocols do you have in place to prevent a security breach?

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Third-Party Access To Your Network

28. Do any of your employees telecommute? Yes No

If Yes, please answer the following questions:

a. Is access provided via a VPN or via a dial-up modem bank?

b. What is the access method used? (Please check all that apply:)

ID numbers Passwords Certificates Tokens

29. Do you provide your customers with access to your proprietary system(s)? Yes No

If Yes, please answer the following:

a. Please indicate whether you provide your customers with:

IDs; or Case-sensitive passwords for accessing your eb site(s)

If Yes to either, what steps do you take to protect the IDs and/or passwords from unauthorized use?

b. Does your customers' access terminate at your DMZ or within your LAN?

c. If your data server resides on your internal network, do you utilize routing software to monitor the external connections?

Yes No
 Yes No

30. Do you provide your contractors with access to your proprietary system(s)?

If Yes, please answer the following questions:

a. Does your contractors' access terminate at your DMZ or within your LAN?

b. If your data server terminates at your LAN, do you use routing software to monitor the external connections?

Yes No

31. Do you provide your contractors with IDs and case-sensitive passwords for accessing your eeb site(s)?

Yes No

If Yes, what steps do you take to protect the IDs and passwords from unauthorized use?

32. Do you provide warranties and/or indemnification language in the contracts with your contractors?

Yes No

If Yes to either, please indicate which and provide a copy of your standard contractor agreement.

33. Do you always require your subcontractors/vendors to include your institution as a loss payee under their commercial crime insurance policy?

Yes No

34. Do you always require your subcontractors/vendors to:

a. Provide evidence of an Errors & Omissions Insurance policy applicable to the work each is performing for your institution; and

Yes No

b. Carry limits appropriate for the size of your contract(s) with that subcontractor/vendor?

Yes No

If you have answered No to Question 33. or 34., please explain:

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Your Internet Service Provider(s)

35. What are your ISP's fail-over procedures?

36. Does your ISP insure against fail-over downtime?

Yes No

Your Backup And Recovery Procedures

37. Do you back up your electronic data?

Yes No

If Yes, how frequently?

38. Do you rotate backup sets?

Yes No

If Yes, how old is the oldest set of backups?

39. Is your backup system automated?

Yes No

If Yes, do you lock out users during the backup process?

Yes No

40. Please indicate whether your backed up data is stored:

On your premises; or
 Off site

41. Do you have a documented disaster recovery plan?

Yes No

If Yes, does your plan include connectivity with your customers?

Yes No

Is your disaster recovery plan tested at least annually?

Yes No

42. If your primary system goes down, how quickly can you bring up your secondary system?

43. Do you generate income from selling products or subscription-related services via your web site(s)?

Yes No

If Yes, should your system suffer downtime as a result of an attack upon your network, please indicate the expected financial loss to your institution as a direct result of the attack for the following periods of time:

- a. The First Hour: \$
- b. For One to Three Hours: \$
- c. For Three to Six Hours: \$
- d. For Six to Eight Hours: \$
- e. For Some Other Period: \$

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V. PAST ACTIVITIES

1. Who within your institution is responsible for handling complaints concerning the operation or content of your web site(s)? Please list the person's name and title:

2. Has your institution ever been a party to any of the following:
 - a. Copyright, trademark, trade dress, slogan, service mark, or trade secret infringement; patent litigation; or software piracy? Yes No
 - b. Civil or criminal action or administrative proceeding alleging violation of any federal, state, local or common law? Yes NoIf you have answered Yes to any of the above, please explain:

3. During the last three years has your institution suffered loss of business income as a result of unscheduled downtime? Yes No
If Yes, please describe both the cause of the downtime and the economic result to your institution.

4. What subsequent actions did your institution take to prevent such instances of unscheduled system downtime and to limit a recurrence of resulting economic loss?

5. Does your institution have knowledge of any potential issues that could give rise to a first-party loss or a third-party claim that could be covered by this or any similar insurance presently or previously in effect or currently proposed? Yes No
If Yes, please provide complete details:

6. During the last three years has your institution suffered loss of business income as a result of a security breach? Yes No
If Yes, please provide the details, including the type of incident and \$ the resulting dollar amount of the loss.
How did your institution respond to the security breach?

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VI. ADDITIONAL REQUIRED APPLICATION MATERIALS

Please attach the following to this Application:

- Your latest 10K or Year-end Financials (if they are not otherwise readily available).
- Parental Release Agreement (if applicable).
- Results of a security audit (accompanied by your response to it).
- Any other information that might be helpful in gaining a complete and accurate picture of your institution and its operating procedures.

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VII. NOTICE TO APPLICANT – PLEASE READ CAREFULLY

For the purpose of this Application, the undersigned authorized officer of the institution named in Item I. of this Application declares that to the best of the institution's knowledge the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application.

The information contained in and submitted with this Application is on file with the insurer. This Application will become a part of such policy if issued. The insurer will have relied upon this Application and its attachments in issuing this policy.

If the information in this Application materially changes prior to the effective date of the policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation.

The undersigned declares that the individuals and entities proposed for this insurance have been notified that:

1. This policy applies only to "claims" first made or deemed made against an "insured" during the "policy period" or during the applicable extended reporting period; and
2. The limit of liability is reduced by amounts incurred as "defense expenses" and such expenses will be subject to the deductible amount.

Words within quotation marks are defined in the insurance policy.

Misrepresentation of any material fact in this Application may be grounds for the rescission of this policy.

FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arkansas Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Statement

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District Of Columbia Fraud Statement

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement

Any person who, knowingly and with intent to injure, defraud, or deceive an insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Hawaii Fraud Statement

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

Kentucky Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

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Louisiana

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement

It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Maryland Fraud Statement

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon Fraud Statement

Any person knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Pennsylvania Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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Insured (Applicant):

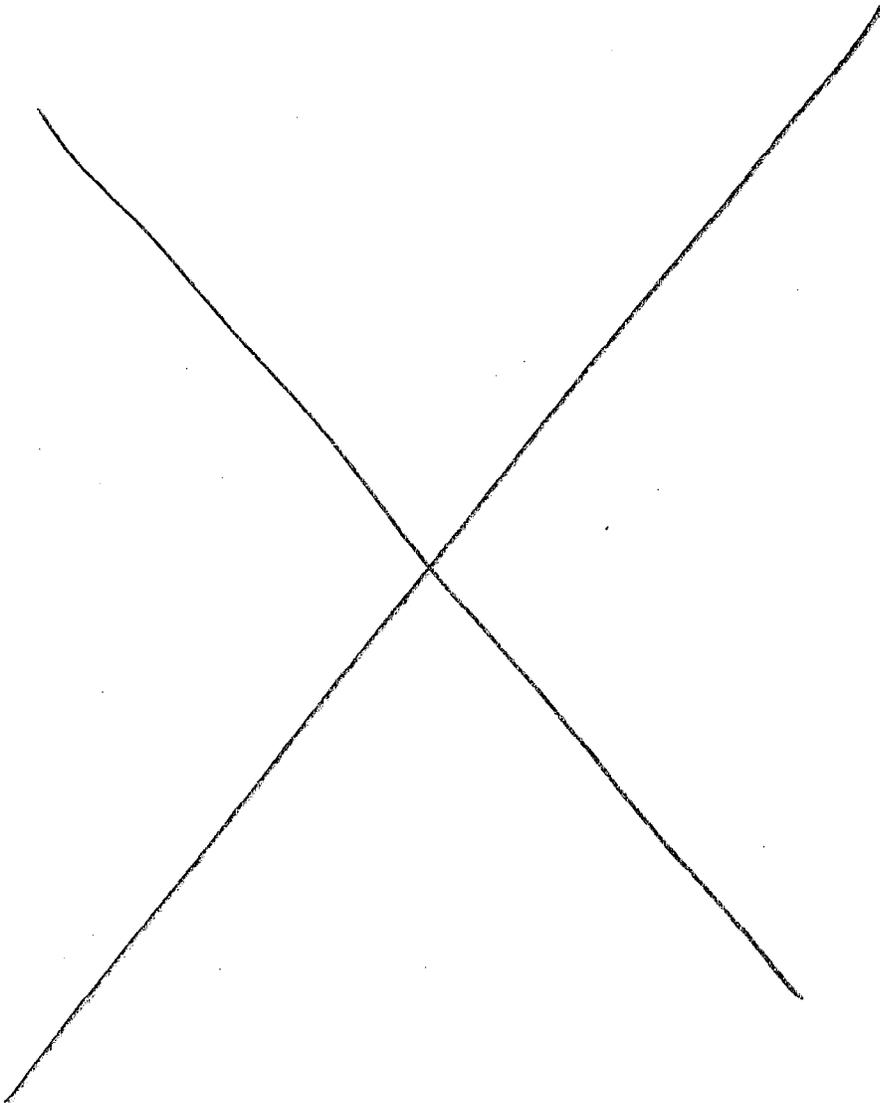
By:

Print Name:

Print Title:

Signature:

Date:



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POLICY NUMBER:

E-COMMERCE
EC DS 01 11 09

INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Company Name:	
Producer Name:	
Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	12:01 AM at the Insured's mailing address shown above
Web Site Address(es):	
Form Of Business (Check appropriate box.):	
<input type="checkbox"/> Individual	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Other:
Name Of Security Firm (If applicable):	
Name Of Service Provider(s) (Check appropriate box.):	
<input type="checkbox"/> None	<input type="checkbox"/> All
	<input type="checkbox"/> As Scheduled Below:
Retroactive Date (Enter date or "none" if no Retroactive Date applies.):	
Insuring Agreement 1. Web Site Publishing Liability:	
Insuring Agreement 2. Security Breach Liability:	
Insuring Agreement 3. Programming Errors And Omissions Liability:	
Annual Premium:	\$
Policy Aggregate Limit Of Insurance:	\$

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Insuring Agreements, Aggregate Limits Of Insurance And Deductibles:

<u>Insuring Agreement</u>	<u>Aggregate Limit Of Insurance</u>	<u>Deductible Amount</u>
<u>1.A. Web Site Publishing Liability</u>	A.\$	A.\$
<u>2.B. Network Security Breach Liability</u>	B.\$	B.\$
<u>3. Programming Errors And Omissions Liability</u>	\$	\$
<u>4.C. Replacement Or Restoration Of Electronic Data</u>	C.\$	C.\$
<u>5.D. Cyber-Extortion Threats</u>	D.\$	D.\$
<u>6.E. Business Income And Extra Expense</u> Waiting Period Hours: (Insuring Agreement E. only)	E.\$	E.\$
<u>7. Public Relations Expense</u>	\$	\$
<u>8. Security Breach Expense</u>	\$	\$

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference to it in this policy is deleted.

Endorsement(s) Forming Part Of This Policy When Issued:

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

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POLICY NUMBER:

E-COMMERCE
EC DS 11 11 09

FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Company Name:	
Producer Name:	
Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	12:01 AM at the Insured's mailing address shown above
Web site Address(es):	
Form Of Business (Check appropriate box.):	
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:
Name Of Service Provider(s) (Check appropriate box.):	
<input type="checkbox"/> None	<input type="checkbox"/> All
	<input type="checkbox"/> As Scheduled Below:
Retroactive Date (Enter date or "none" if no Retroactive Date applies.):	
Insuring Agreement 1. Web Site Publishing Liability:	
Insuring Agreement 2. Security Breach Liability:	
Insuring Agreement 3. Programming Errors And Omissions Liability:	
Annual Premium:	\$
Policy Aggregate Limit Of Insurance:	\$

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Insuring Agreements, Aggregate Limits Of Insurance And Deductibles:

Insuring Agreement	Aggregate Limit Of Insurance	Deductible Amount
1. Web Site Publishing Liability	\$	\$
2. Security Breach Liability	\$	\$
3. Programming Errors And Omissions Liability	\$	\$
4. Replacement Or Restoration Of Electronic Data	\$	\$
5. Extortion Threats	\$	\$
6. Business Income And Extra Expense Waiting Period Hours:	\$	\$
7. Public Relations Expense	\$	\$
8. Security Breach Expense	\$	\$

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference to it in this policy is deleted.

Endorsement(s) Forming Part Of This Policy When Issued:

Countersignature Of Authorized Representative

Name:

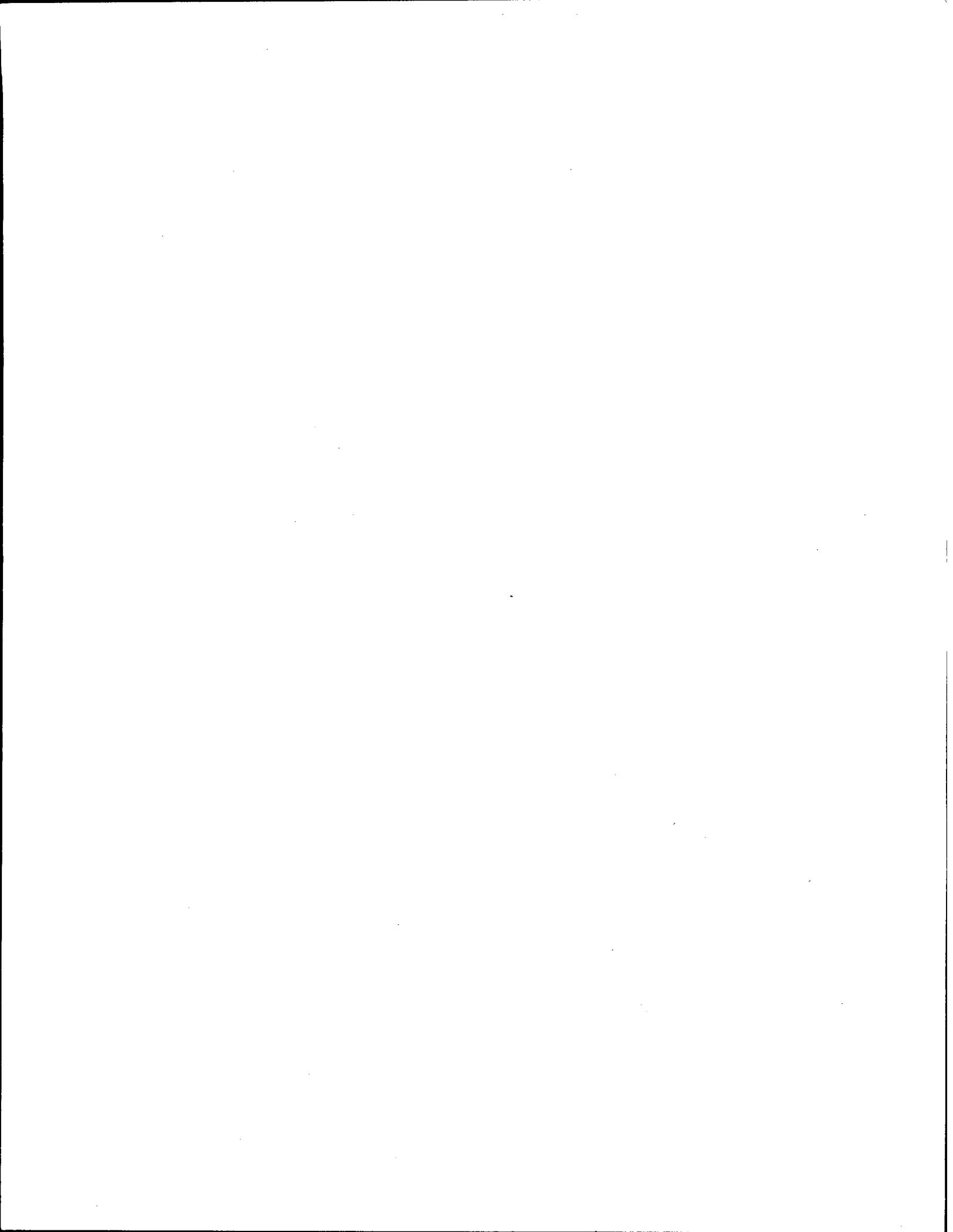
Title:

Signature:

Date:

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APPLICATION FOR INFORMATION SECURITY INTERNET LIABILITY AND NETWORK PROTECTION POLICY

The liability insuring agreements of this policy provide claims-made coverage. Under the liability sections, if elected, "claims" must first be made against the "insured" during the "policy period" or during the applicable extended reporting period. ~~Insured means any "named insured" and their "employees".~~ "Defense expenses" are payable within, not in addition to, the limit of insurance. If issued, please read your policy carefully.

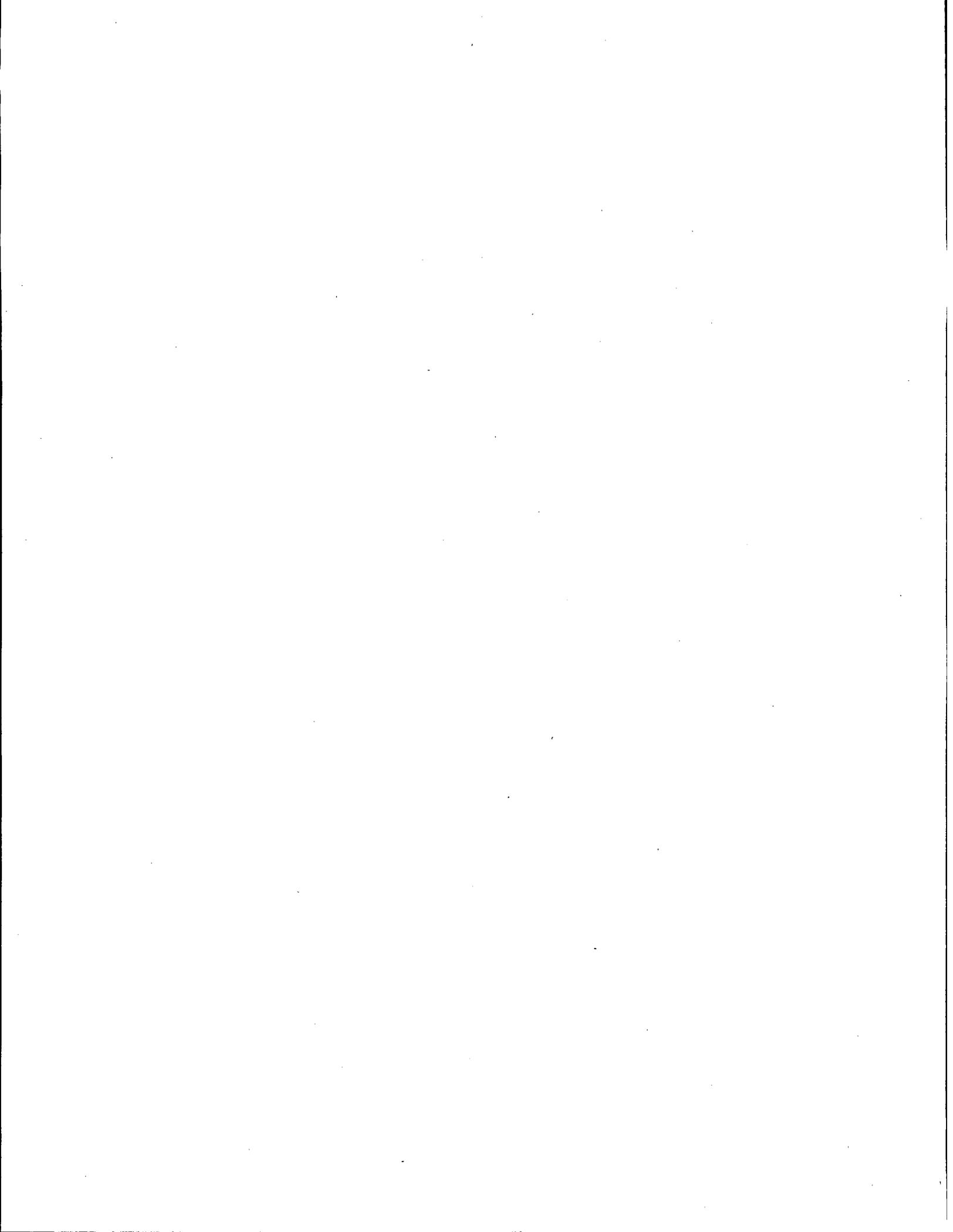
The word "you" in this application refers to your organization (Applicant) and any entity for whom this insurance is intended.

Note: It is recommended that the person completing this Application consult with the person(s) within the company who is responsible for information/technology.

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I. GENERAL INFORMATION	
Name Of Organization (Applicant):	
Mailing Address:	
Type of Business Organization:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership/Joint Venture <input type="checkbox"/> Other:
Description of Business:	
Please indicate whether you:	<input type="checkbox"/> eConduct data gathering and/or transactions using wireless applications; or <input type="checkbox"/> eConduct time-sensitive transactions for others:
North American Industry Classification (NAIC) or Standard Industrial Classification (SIC) Code:	
Date Established:	
Total Annual Revenue: \$	
Annual revenue generated from or attributable to activities conducted via your <u>W</u> web site(s): \$	
Web site(s) address(es):	
E-commerce activities conducted via your <u>W</u> web site(s):	
Policy Period requested: from: _____ to: _____	
Retroactive Date requested (applicable to Insuring Agreements A-1., 2., and B-3. only):	
Insuring Agreement	Retroactive Date
Web Site Publishing Liability	
Security Breach Liability	
Programming Errors And Omissions Liability	

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Name(s) of third-party Service Provider(s) related to this coverage:

II. COVERAGE REQUESTED

Overall Policy Aggregate: \$

Insuring Agreements Aggregate Limits /Coverage

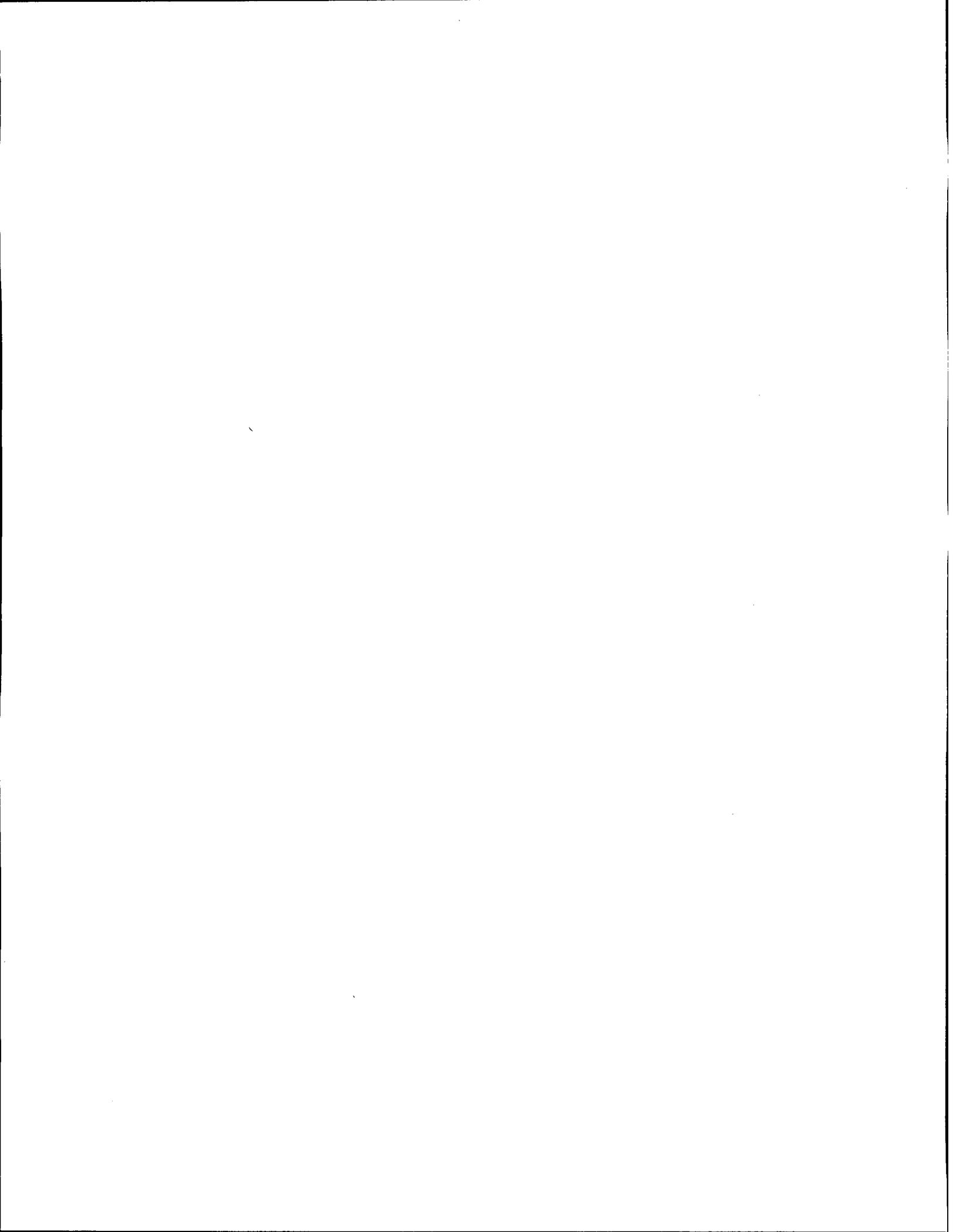
	Limit Of Insurance	Deductible Amount
21. Web Site Publishing Liability	\$	\$
32. Network-Security Breach Liability	\$	\$
Is the coverage amendment to include only personal information held within the computer system desired? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Programming Errors And Omissions Liability	\$	\$
4. Replacement Or Restoration Of Electronic Data	\$	\$
5. Cyber-Extortion Threats	\$	\$
6. Business Income And Extra Expense	\$	\$
<u>Deductibles Requested:</u>		
(1)a. Monetary Deductible Amount requested:		\$
(2)b. Waiting Period Deductible requested (hours):		
7. Public Relations Expense	\$	\$
8. Security Breach Expense	\$	\$

III. SUBSIDIARY COMPANIES

Name Of Subsidiary			Nature Of Business
Date Created Or Acquired			Address(es) Of Web sSite(s)
Percentage Of Ownership	State Or Country		
	%		
Name Of Subsidiary			Nature Of Business
Date Created Or Acquired			Address(es) Of Web sSite(s)
Percentage Of Ownership	State Or Country		
	%		
Name Of Subsidiary			Nature Of Business
Date Created Or Acquired			Address(es) Of Web sSite(s)
Percentage Of Ownership	State Or Country		
	%		

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IV. UNDERWRITING QUESTIONS

If you find that you do not have sufficient space below to thoroughly answer a question, please continue your response on a separate sheet of paper and attach it to this Application.

If you are requesting coverage for Insuring Agreement A-1. – Web Site Publishing Liability, please answer Questions 1. – 4.

Your Web Site Content Protocols

1. Do you purchase keywords from search engines or from other sources? Yes No
If Yes, what keywords have you purchased and from whom?

2. Are you presently using those purchased keywords? Yes No

3. Who provides the content for your Wweb site(s)? Your employees; or
 A third party

If content is provided by a third party, do you always:

a. Obtain a written agreement indicating that content provided by third parties is considered work for hire? Yes No

b. Obtain a Hold Harmless Agreement from the provider of that content? Yes No

4. Is your Wweb site(s) reviewed for infringement issues? Yes No

If Yes, please provide the name and title of the individual (or law firm) responsible:

Name:

Title:

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If you are requesting coverage for any of the other Insuring Agreements, please answer the remaining questions in this section.

Your Electronic Data Collection Practices

5. Do you collect data from residents of EU countries who use your Wweb site(s)? Yes No

6. Why do you collect user data?

7. Do you market any products or services specifically to children? Yes No

8. Do you collect user data from children who visit your Wweb site(s)? Yes No

If Yes, do you always obtain permission from their parents? Yes No

If Yes, please explain your method(s) of obtaining parental permission:

9. Do you collect any of the following information from your Wweb site(s) users?

a. Medical information;

b. Checking or savings account information; or

c. Information contained on credit, debit, charge, access, convenience, identification, stored value or point-of-service or similar cards

10. For each of the types of information indicated in Question 9. above, how is the information safeguarded during transmission?

11. If the information is safeguarded via a third-party authenticating service, please indicate the following:

a. Third party's name:

Address:

b. Length of relationship with this third party:

12. Once this information is received by you, is it: Stored; or Destroyed?
If it is stored, what measures do you take to protect it?

If it is destroyed, how long do you store before it is destroyed?

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Your Network

13. Please indicate whether your network is: dDesigned; bBuilt; and/or mMaintained by a third party
14. Is your ~~W~~web site(s) hosted by a third party? Yes No
15. Is your network protected by a firewall? Yes No
If Yes, what type of firewall is it: hHardware-based; or sSoftware-based
16. Do you maintain a firewall log? Yes No
If Yes, what level of detail is captured in your firewall log?
17. How frequently is your firewall log reviewed?
18. How frequently is your firewall log backed-up?
19. How frequently is your firewall log cleared?
20. Do you utilize a 24/7 managed intrusion detection service? Yes No
21. If you do not utilize a managed intrusion detection service, is your network protected by intrusion detection software? Yes No
22. Is your network protected by anti-virus software? Yes No
If Yes, what is the name of the anti-virus software?
23. Do you provide all of your employees with anti-virus software for use with their home computers? Yes No
24. How often are your virus definitions updated?
25. Has an outside auditing firm ever conducted an SAS 70, ISO 17799, BS 7799 or other security audit on your network? Yes No
If Yes, please indicate who performed it and when it was it-performed (and attach a copy of the report to this application).
26. Have you been certified by an IT security firm? Yes No
If Yes, when is the next scheduled audit?
If Yes, what certification does your organization hold, and when was the audit performed (and attach a copy of the certification)?
27. What additional protocols do you have in place to prevent a security breach?

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Third-Party Access To Your Network

287 Do any of your employees telecommute? Yes No

If Yes, please answer the following questions:

a. Is access provided via a VPN or via a dial-up modem bank?

b. What is the access method used? (Please check all that apply):

ID numbers; Passwords; Certificates; Tokens

298 Do you provide your customers with access to your proprietary system(s)? Yes No

If Yes, please answer the following:

a. Please indicate whether you provide your customers with:

IDs; or Case-sensitive passwords for accessing your Wweb site(s)

If Yes to either, what steps do you take to protect the IDs and/or passwords from unauthorized use?

b. Does your customers' access terminate at your DMZ or within your LAN?

c. If your data server resides on your internal network, do you utilize routing software to monitor the external connections?

Yes No

29 Do you provide your contractors with access to your proprietary system(s)? Yes No

30.

If Yes, please answer the following questions:

a. Does your contractors' access terminate at your DMZ or within your LAN?

b. If your data server terminates at your LAN, do you use routing software to monitor the external connections?

Yes No

31 Do you provide your contractors with IDs and case-sensitive passwords for

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accessing your Wweb site(s)?

Yes No

If Yes, what steps do you take to protect the IDs and passwords from unauthorized use?

321 Do you provide warranties and/or indemnification language in the contracts

with your contractors?

Yes No

If Yes to either, please indicate which, and provide a copy of your standard contractor agreement.

332 Do you always require your subcontractors/vendors to include your organization

as a loss payee under their commercial crime insurance policy?

Yes No

343 Do you always require your subcontractors/vendors to:

a. Provide evidence of an Errors & Omissions Insurance policy applicable to the work each is performing for your organization; and

Yes No

b. Carry limits appropriate for the size of your contract(s) with that subcontractor/vendor?

Yes No

If you have answered No to Question 33. or 34., please explain:

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Your Internet Service Provider(s)

35 What are your ISP's fail-over procedures?
4.

36 Does your ISP insure against fail-over downtime?
5.

Yes No

Your Back-up and Recovery Procedures

37 Do you back-up your electronic data?
6.

Yes No

If Yes, how frequently?

38 Do you rotate back-up sets?
7.

Yes No

If Yes, how old is the oldest set of back-up?

39 Is your back-up system automated?
8.

Yes No

If Yes, do you lock out users during the back-up process?

Yes No

40 Please indicate whether your backed-up data is stored:
39.

On your premises; or
 Off site

41 Do you have a documented disaster recovery plan?
0.

Yes No

If Yes, does your plan include connectivity with your customers?

Yes No

Is your disaster recovery plan tested at least annually?

Yes No

42 If your primary system goes down, how quickly can you bring up your secondary system?
4.

43 Do you generate income from selling products or subscription-related services via
2. your Web site(s)?

Yes No

If Yes, should your system suffer downtime as a result of an attack upon your network, please indicate the expected financial loss to your organization as a direct result of the attack for the following periods of time:

- a. The First Hour: \$
- b. For One to Three Hours: \$
- c. For Three to Six Hours: \$
- d. For Six to Eight Hours: \$
- e. For Some Other Period: \$

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V. PAST ACTIVITIES

1. Who within your organization is responsible for handling complaints concerning the operation or content of your ~~W~~web site(s)? Please list the person's name and title:

2. Has your organization ever been a party to any of the following:
 - a. Copyright, trademark, trade dress, slogan, service mark, or trade secret infringement; patent litigation; or software piracy? Yes No
 - b. Civil or criminal action or administrative proceeding alleging violation of any federal, state, local or common law? Yes NoIf you have answered Yes to any of the above, please explain:

3. During the last three years has your organization suffered loss of business income as a result of unscheduled downtime? Yes No
If Yes, please describe both the cause of the downtime and the economic result to your organization.

4. What subsequent actions did your organization take to prevent such instances of unscheduled system downtime and to limit a recurrence of resulting economic loss?

5. Does your organization have knowledge of any potential issues that could give rise to a first-party loss or a third-party claim that could be covered by this or any similar insurance presently or previously in effect or currently proposed? Yes No
If Yes, please provide complete details:

6. During the last three years has your organization suffered loss of business income as a result of a security breach? Yes No
If Yes, please provide the details including the type of incident and the resulting dollar amount of the loss. \$
How did your organization respond to the security breach?

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VI. ADDITIONAL REQUIRED APPLICATION MATERIALS

Please attach the following to this Application:

- Your latest 10K or Year-~~E~~nd Financials (if they are not otherwise readily available)
- Parental Release Agreement (if applicable)
- Results of a security audit (accompanied by your response to it)
- Any other information that might be helpful in gaining a complete and accurate picture of your organization and its operating procedures

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VII. NOTICE TO APPLICANT – PLEASE READ CAREFULLY

For the purpose of this Application, the undersigned authorized officer of the organization named in Item I.4. of this Application declares that to the best of the organization's knowledge the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application.

The information contained in and submitted with this Application is on file with the insurer. This Application will become a part of such policy if issued. The insurer will have relied upon this Application and its attachments in issuing this policy.

If the information in this Application materially changes prior to the effective date of the policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation.

The undersigned declares that the individuals and entities proposed for this insurance have been notified that:

1. This policy applies only to "claims" first made or deemed made against an "insured" during the "policy period" or during the applicable extended reporting period; and
2. The limit of liability is reduced by amounts incurred as "defense expenses", and such expenses will be subject to the deductible amount.

Words within quotation marks are defined in the insurance policy.

Misrepresentation of any material fact in this Application may be grounds for the rescission of this policy.

FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arkansas Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Statement

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District Of Columbia Fraud Statement

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement

Any person who, knowingly and with intent to injure, defraud, or deceive an insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Hawaii Fraud Statement

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

Kentucky Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

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Louisiana

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement

It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Maryland Fraud Statement

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon Fraud Statement

Any person knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Pennsylvania Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia Fraud Statement

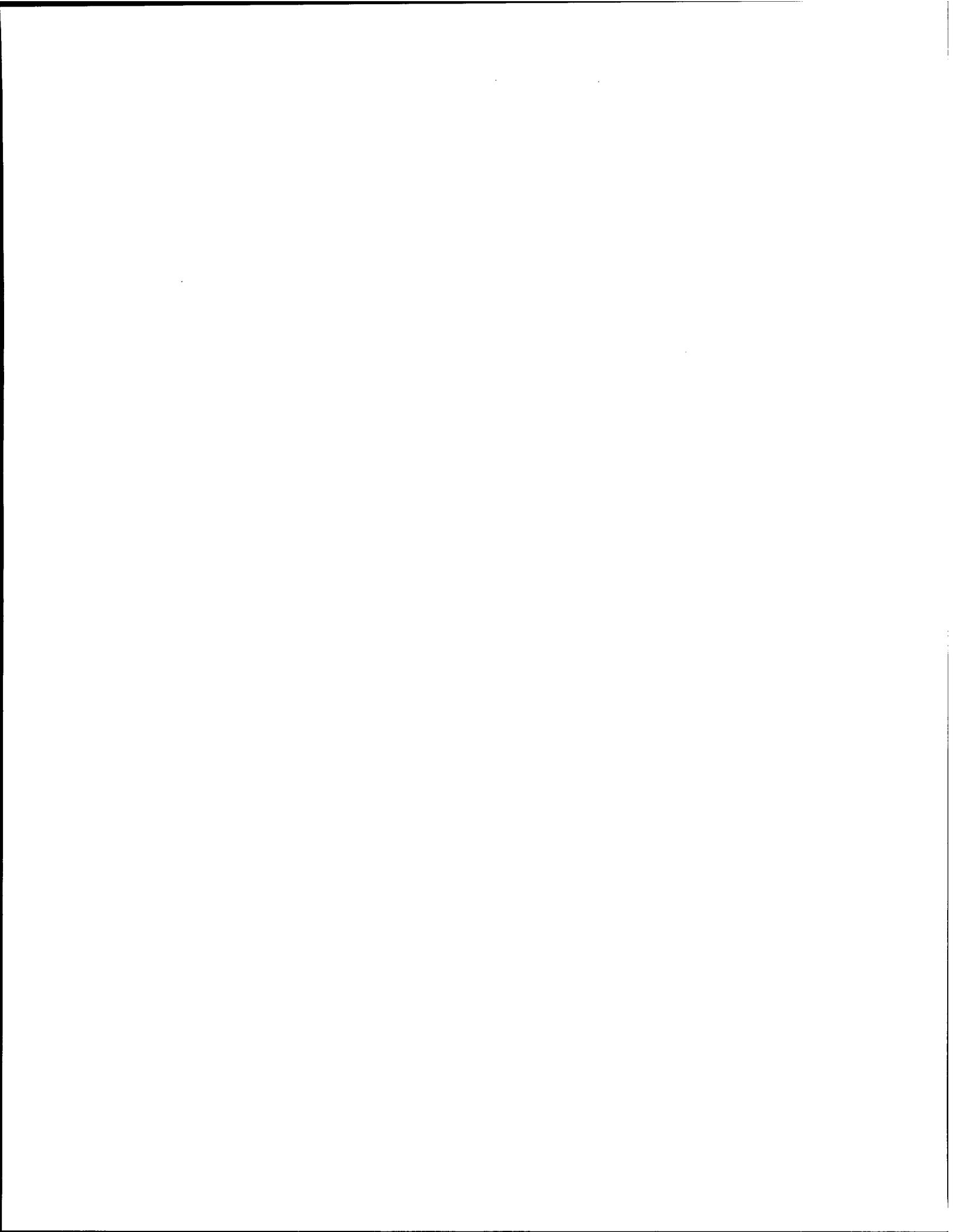
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

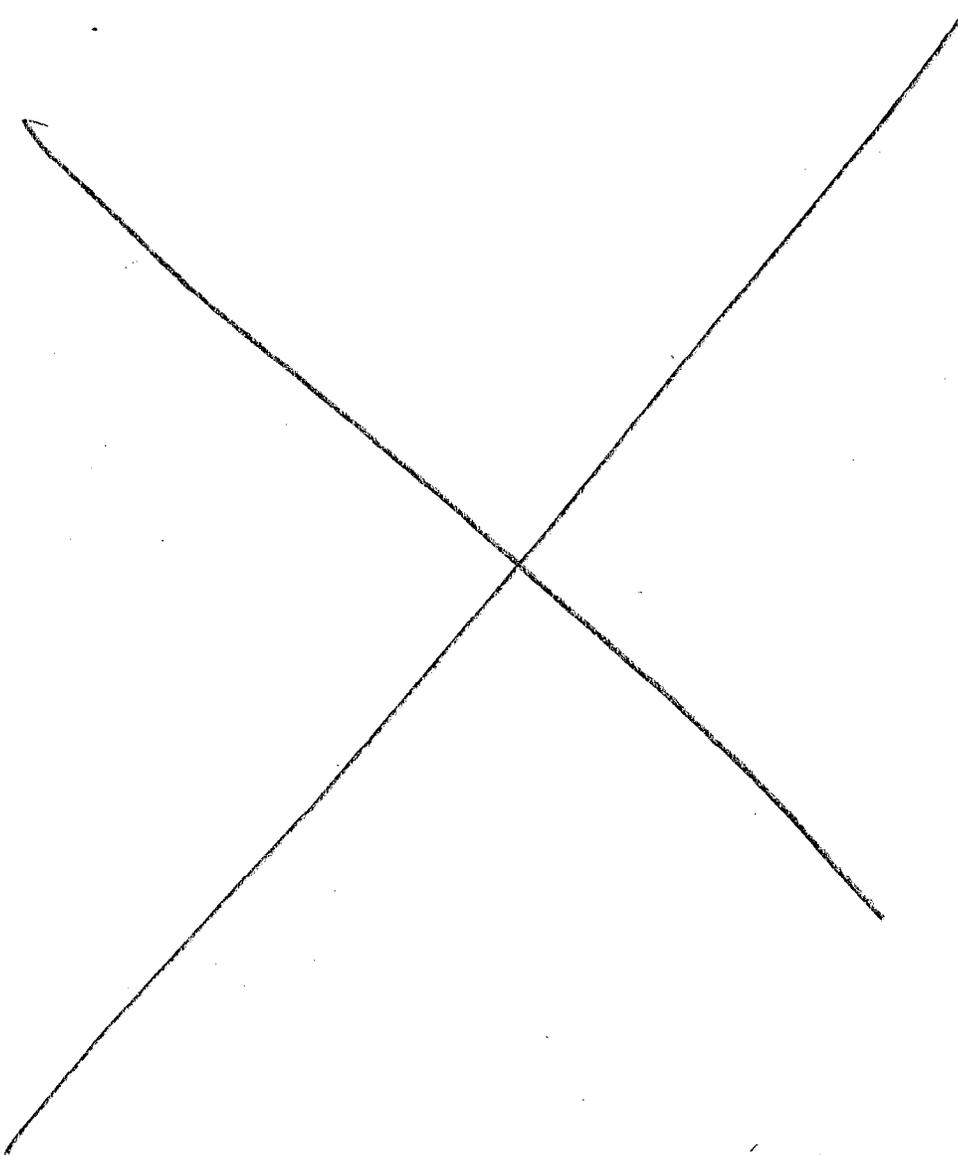
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Insured (Applicant):
By:
Print Name:
Print Title:
Signature:
Date:

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APPLICATION FOR FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION POLICY

The liability insuring agreements of this policy provide claims-made coverage. Under the liability sections, if elected, "claims" must first be made against the "insured" during the "policy period" or during the applicable extended reporting period. "Defense expenses" are payable within, not in addition to, the limit of insurance. If issued, please read your policy carefully.

The word "you" in this application refers to your institution (Applicant) and any entity for whom this insurance is intended.

Note: It is recommended that the person completing this Application consult with the person(s) within the company who is responsible for information/technology.

I. GENERAL INFORMATION			
Name Of Institution (Applicant):			
Mailing Address:			
Type of Institution:	<input type="checkbox"/> Commercial Bank	<input type="checkbox"/> Savings Institution	<input type="checkbox"/> Securities Broker/Dealer
	<input type="checkbox"/> Insurance Company	<input type="checkbox"/> Finance Company	<input type="checkbox"/> Credit Union
	<input type="checkbox"/> Other:		
Please indicate whether you:	<input type="checkbox"/> Conduct data gathering and/or transactions using wireless applications		
	<input type="checkbox"/> Conduct time-sensitive transactions for others		
Date Established:			
Total Annual Revenue: \$			
Annual revenue generated from or attributable to activities conducted via your web site(s):			
\$			
Web site address(es):			
E-commerce activities conducted via your web site(s):			
Policy Period requested from:		to:	
Retroactive Date requested (applicable to Insuring Agreements 1., 2. and 3. only):			
Insuring Agreement	Retroactive Date		
Web Site Publishing Liability			
Security Breach Liability			
Programming Errors And Omissions Liability			
Name(s) of third-party Service Provider(s) related to this coverage:			

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II. COVERAGE REQUESTED

Overall Policy Aggregate: \$		
Insuring Agreement Aggregate Limits	Limit Of Insurance	Deductible Amount
1. Web Site Publishing Liability	\$	\$
2. Security Breach Liability	\$	\$
Is the coverage amendment to include only personal information held within the computer system desired? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Programming Errors And Omissions Liability	\$	\$
4. Replacement Or Restoration Of Electronic Data	\$	\$
5. Extortion Threats	\$	\$
6. Business Income And Extra Expense		
Deductibles Requested:		
a. Monetary Deductible Amount requested:		\$
b. Waiting Period Deductible requested (hours):		
7. Public Relations Expense	\$	\$
8. Security Breach Expense	\$	\$

III. SUBSIDIARY COMPANIES

Name Of Subsidiary			Nature Of Business
Date Created Or Acquired	Percentage Of Ownership	State Or Country	Address(es) Of Web Site(s)
	%		
Name Of Subsidiary			Nature Of Business
Date Created Or Acquired	Percentage Of Ownership	State Or Country	Address(es) Of Web Site(s)
	%		
Name Of Subsidiary			Nature Of Business
Date Created Or Acquired	Percentage Of Ownership	State Or Country	Address(es) Of Web Site(s)
	%		

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IV. UNDERWRITING QUESTIONS

If you find that you do not have sufficient space below to thoroughly answer a question, please continue your response on a separate sheet of paper and attach it to this Application.

If you are requesting coverage for Insuring Agreement 1. – Web Site Publishing Liability, please answer Questions 1. – 4.

Your Web Site Content Protocols

1. Do you purchase keywords from search engines or from other sources? Yes No
If Yes, what keywords have you purchased and from whom?

2. Are you presently using those purchased keywords? Yes No

3. Who provides the content for your web site(s)? Your employees
 A third party

If content is provided by a third party, do you always:

a. Obtain a written agreement indicating that content provided by third parties is considered work for hire? Yes No

b. Obtain a Hold Harmless Agreement from the provider of that content? Yes No

4. Is your web site(s) reviewed for infringement issues? Yes No

If Yes, please provide the name and title of the individual (or law firm) responsible:

Name:

Title:

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