



Crum & Forster Specialty Insurance Company (Non-Admitted)

**A.M. BEST RATED  
"A" (EXCELLENT)**

**C&F Simple Cyber  
CYBER AND MULTIMEDIA LIABILITY INSURANCE  
TEMPORARY AND CONDITIONAL BINDER**

**DATE:** 05/25/2023

**TO:** Becky Dodson

**AT:** 08068-RPS Technology & Cyber - Cambridge, MD

**THIS TEMPORARY AND CONDITIONAL BINDER EXPIRES ON:** 07/01/2023

**ASSIGNED POLICY NUMBER:** CYB-105996

**THIS CERTIFIES THAT PENDING ISSUANCE OF A POLICY THE INSURER IDENTIFIED ABOVE IS TEMPORARILY AND CONDITIONALLY BINDING COVERAGE DESCRIBED AS FOLLOWS:**

<b>NAMED INSURED:</b>	CITY OF PEORIA		
<b>STREET ADDRESS:</b>	419 FULTON STREET Peoria, IL 61602		
<b>POLICY PERIOD:</b>	Effective: 06/01/2023	Expiration: 06/01/2024 (12:01 a.m. local time at the address shown above)	
<b>POLICY FORM:</b>	Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)		
<b>COVERAGE OPTIONS:</b>	<input checked="" type="checkbox"/> A. Breach Costs <input checked="" type="checkbox"/> C. Multimedia Liability <input checked="" type="checkbox"/> E. Cyber Extortion Loss <input checked="" type="checkbox"/> B. Cyber Liability <input checked="" type="checkbox"/> D. eCrime Loss <input checked="" type="checkbox"/> F. First Party Loss		
<b>LIMITS OF LIABILITY:</b>	<b>Aggregate Limit of Liability:</b> \$1,000,000 The above amount includes Claims Expenses unless amended by specific endorsement to this Policy. <b>Breach Response Limit of Liability:</b> \$1,000,000 <b>Sublimits of Liability:</b> eCrime Loss Sublimit of Liability: \$250,000 Dependent Business Sublimit of Liability: \$100,000 Ransomware/Malware Sublimit of Liability: \$1,000,000 Ransomware/Malware Coinsurance: 0%		
<b>SYSTEMIC EVENT:</b>	<input checked="" type="checkbox"/> Not Excluded <input type="checkbox"/> Excluded		
<b>RETENTION:</b>	\$250,000 each incident or event		
<b>CONTINUITY DATE:</b>	06/01/2021		
Retroactive Date:	None (Full prior unknown acts)		
<b>WAITING PERIOD:</b>	18 hours		
<b>PREMIUM:</b>	\$40,127		
Policy premium is due within 30 days of the billing statement date. Your office will be invoiced via a monthly account statement.			

**THE FOLLOWING NOTICES AND ENDORSEMENTS, IF ANY, WILL BE ADDED TO THE BASIC POLICY:**

SC-POL-002 (01/22)	Cyber and Multimedia Liability Insurance Policy
CS 07 001 01 21	Signature Page (Crum and Forster Specialty Insurance Company)
IL P 001 01 04	U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders
SOP CF 07 16	Service of Process Clause (C&FS)
SC-TRIA-001 (08/20)	Disclosure Pursuant to Terrorism Risk Insurance Act
SC-END-001 (01/22)	Cap on Losses from Certified Acts of Terrorism
SC-END-111 (07/22)	Choice of Law Endorsement – New Jersey
SC-END-094 (12/21)	Biometric Information Exclusion Endorsement
SC-END-091 (09/22)	Breach Costs Aggregate Limit Endorsement

**SUBJECTIVITIES:**

This Binder is subject to our receipt, review and underwriting approval of the following required additional information by the Due Date listed below:

<u>Item</u>	<u>Due Date</u>
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**SERVICES:**  C&F Cyber Response Team – 24/7/365

**To report an actual or suspected cyber event:** 24/7/365 assistance is available from the Crum & Forster Cyber Response Team.

**Hotline: 877-271-8661                      E-Mail: HELP@CFCyberAssist.com**

CFcyberASSIST.com - credentials will be e-mailed to the contact listed in the policy Application.

**IMPORTANT: PLEASE READ CAREFULLY**

When signed by the Insurer, the coverage described above is in effect from 12:01 AM (local time at the address shown above) of the Effective Date indicated above to 12:01 AM (local time at the address shown above) of the Expiration Date indicated above pursuant to the terms, conditions and exclusions of the policy form listed above and any policy endorsements described above. Unless otherwise indicated, this Binder may be canceled prior to the Effective Date by the Insured, or by the Broker on behalf of the Insured, by written notice to the Insurer or by the surrender of this Binder stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insurer prior to the Effective Date by sending written notice to the Insured at the address shown above stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insured or by the Insurer on or after the Effective Date in the same manner and upon the same terms and conditions applicable to cancellation of the policy form listed above, and the Insurer shall be entitled to the premium due for any covered period pursuant to such policy form. Issuance by the Insurer and acceptance by or on behalf of the Insured of the policy shall render this Binder void except as indicated below.

Conditions precedent to coverage afforded by this Binder are (1) receipt, review and acceptance of the information required herein by the Due Date listed above; and (2) that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this Binder indicated above and the Effective Date. If such required information is not received, reviewed and accepted by the Due Date listed above, or such material change in the risk is discovered or submission of a claim or circumstance is made, then the proposed insurance coverage will be void ab initio ("from the beginning").

**Taxes and Fees:** Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above premium.

**Surplus Lines Filings:** Your office is responsible for making state surplus lines filings and complying with all applicable laws.



Thank you for placing this account with Crum & Forster. If you have any questions concerning this Binder or need any further assistance, please contact me.

Sincerely,

Kandis Green  
Underwriter, eRisk  
Executive Risk  
6800 Paragon Pl.  
Richmond, VA, 23230

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**About Crum & Forster:**

The Crum & Forster Enterprise, which is part of Fairfax Financial Holdings Limited, is comprised of leading and well-established property and casualty business units. The insurance companies within the Enterprise, rated A (Excellent) by A.M. Best Company, are: United States Fire Insurance Company, The North River Insurance Company, Crum and Forster Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Specialty Insurance Company, Seneca Insurance Company, Inc., Seneca Specialty Insurance Company, First Mercury Insurance Company, and American Underwriters Insurance Company.



05/25/2023

**SURPLUS LINES COMPLIANCE AND TAX ACKNOWLEDGEMENT FORM**

**Policy Number:** CYB-105996  
**Named Insured:** CITY OF PEORIA  
**Home State:** IL  
**Insurance Company Name:** Crum & Forster Specialty Insurance Company  
**Policy Effective Date:** 06/01/2023  
**Premium:** \$40,127

The insurance company shown above is eligible to write business in the insured's home state on an excess & surplus lines basis. As a condition to our binding and issuing of the policy, we require that you (i) satisfy any applicable diligent search requirements, (ii) properly declare the policy and premium shown above as a surplus lines transaction and (iii) pay any applicable surplus lines taxes resulting from this transaction, in each case, as required by the applicable regulatory authority in the insured's home state.

Each state has its own requirements for both due diligence for the placement of business in the surplus lines market, as well as timely filing requirements for the payment of surplus lines taxes. Please confirm your office's compliance with both the due diligence requirements along with the filing requirements, including the date when taxes will be, or were paid, and any other necessary regulatory reporting for this account by completing the information requested below, and then signing and returning this form to us promptly.

**Resident or Non-Resident Surplus Lines Licensee Information:**

Surplus Lines Broker Entity:			
Surplus Lines Broker's Mailing Address:			
Name of Licensee:			
Surplus Lines License #: (For Named Insured's State):			
NJ Surplus Lines Association #: (NJ Risks only):			
Tax Filing Date: (Date Filed or To Be Filed):			
Signature of Licensee:		Date:	
Signed By (Print Name):			

# C&F Simple Cyber

## CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY

In consideration of: (1) the premium paid; (2) the **Insured's** compliance with the conditions of this Policy; and (3) subject to its terms (including all endorsements); and in reliance on: (a) the statements made in the Application; and (b) the information and documents provided to the **Insurer** by the **Insured**; all of which are made a part of this Policy, the **Insurer** agrees with the **Insured** as follows:

### I. INSURING AGREEMENTS

Only those Insuring Agreements shown in Item 3. of the Declarations as PURCHASED shall be applicable to the **Insured's** coverage hereunder. If the Declarations do not show that a Coverage was purchased: (a) that Coverage of this Policy has not been purchased by the **Insured**; and (b) no coverage shall apply for the corresponding Insuring Agreement(s).

#### Coverage A: Breach Costs

The **Insurer** will reimburse the **Named Insured** for all **Breach Costs** in excess of the **Retention** resulting from an actual or reasonably suspected **Cyber Event** that the **Insured Entity**: (1) first discovers during the **Policy Period**; and (2) that is reported to the **Insurer** in full compliance with the **Notice Requirements**.

Provided that when the **Named Insured** agrees to utilize vendors nominated by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations, the **Insurer** shall pay on behalf of the **Insured** those **Breach Costs** set forth in the paragraph above applicable to such vendor nominated by the Crum & Forster Cyber Response Team.

#### Coverage B: Cyber Liability

The **Insurer** will pay on behalf of the **Insured** such: (1) **Damages**; and (2) **Claims Expenses**; in excess of the **Retention** that an **Insured** is legally obligated to pay because of a **Claim** first made against an **Insured** during the **Policy Period** because of a **Cyber Event**; provided that such **Claim** is reported to the **Insurer** in full compliance with the **Notice Requirements**.

#### Coverage C: Multimedia Liability

The **Insurer** will pay on behalf of the **Insured** such: (1) **Damages**; and (2) **Claims Expenses**; in excess of the **Retention** that an **Insured** is legally obligated to pay because of a **Claim** first made against an **Insured** during the **Policy Period** for **Multimedia Liability**; provided that such **Claim** is reported to the **Insurer** in full compliance with the **Notice Requirements**.

#### Coverage D: eCrime Loss

The **Insurer** will indemnify the **Named Insured** for direct financial loss: (1) in excess of the **Retention**; and (2) resulting from an **eCrime Event** that the **Insured Entity** first discovers during the **Policy Period**; provided that such event is reported to the **Insurer** in full compliance with the **Notice Requirements**.

#### Coverage E: Cyber Extortion Loss

The **Insurer** will indemnify the **Named Insured** for **Cyber Extortion Loss**: (1) in excess of the **Retention**; and (2) resulting from a **Cyber Extortion Threat** that the **Insured Entity** first discovers during the **Policy Period**; provided that such threat is reported to the **Insurer** in full compliance with the **Notice Requirements**.

#### Coverage F: First Party Loss

The **Insurer** will indemnify the **Named Insured** for **First Party Loss**: (1) in excess of the **Retention**; and (2) resulting from a **Cyber Event** that the **Insured Entity** first discovers during the **Policy Period**; provided that such event is reported to the **Insurer** in full compliance with the **Notice Requirements**.

With respect to each Insuring Agreement stated above, the amount that the **Insurer** is obligated to pay is limited based on the applicable Limit of Liability as described in Section VI., Limits of Liability.

In addition, in connection with any **Cyber Event** that results in: (1) **Breach Costs**; (2) **Cyber Extortion Loss**; or (3) **First Party Loss**; that exceeds the **Retention**, the **Insurer** will also provide **Supplemental Payments & Services** which shall be: (a) part of; and (b) not in addition to; the Aggregate Limit of Liability shown in Item 4. of the Declarations.

## II. DEFENSE AND SETTLEMENT OF CLAIMS

### A. Defense of Claims:

If another insurer has a duty to defend a **Claim** under any other insurance policy, the **Insurer** shall have no duty to defend such **Claim**, but will have the right to associate with the defense of such **Claim**.

If: (1) no other insurer has a duty to defend a **Claim** under any other insurance policy; or (2) such other insurer's duty to defend a **Claim** has ended; the **Insurer** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Policy, any **Claim** made against an **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. When the **Insurer** has a duty to defend a **Claim**, defense counsel shall be mutually agreed between the **Named Insured** and the **Insurer**; provided that in the absence of such agreement, the **Insurer's** decision will be final.

### B. Settlement of Claims:

The **Insurer** may not settle any **Claim** without the written authorization of the **Named Insured**. If the **Named Insured** refuses to consent to any settlement or compromise recommended by the **Insurer** and acceptable to the claimant and elects to contest the **Claim**, then the **Insurer** will have the right to withdraw from the further defense of such **Claim** and the **Insurer's** liability for **Damages** and **Claims Expenses** shall not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining **Retention**, plus the **Claims Expenses** incurred up to the time of such refusal; plus 70% of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus 70% of any **Damages** above the amount for which the **Claim** could have been settled. The remaining 30% of such **Claims Expenses** and **Damages** must be borne by the **Insured** at their own risk and uninsured; or
2. the applicable Limit of Liability, whichever is less.

The **Insured** may settle any **Claim** where the **Damages** and **Claims Expenses** do not exceed the **Retention**; provided that: (a) the entire **Claim** is resolved; and (b) the **Insured** obtains a full release on behalf of all the **Insureds** and the **Insurer** from all claimants.

## III. DEFINITIONS

A. **Breach Costs** means the following reasonable and necessary expenses incurred by the **Insured Entity** with respect to a **Cyber Event** and with the prior written consent of the **Insurer**; provided that if services are recommended by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations, and the **Named Insured** agrees to utilize the applicable vendors nominated by the Crum & Forster Cyber Response Team, then prior consent of the **Insurer** shall not be required:

1. for an attorney to provide necessary legal advice to the **Insured Entity** to evaluate the **Insured Entity's** legal obligations in connection with an actual or reasonably suspected **Cyber Event**;
2. for a computer security expert, or experts, to determine the existence, cause and scope of a **Cyber Event** as well as the costs to contain an ongoing **Cyber Event**, including the cost to retain a PCI Forensic Investigator if required by a written agreement between the **Insured Entity** and: (a) a financial institution; (b) a credit or debit card company; (c) a credit or debit card processor; (d) a merchant bank; or (e) any other entity; offering or providing merchant card transaction processing or payment gateway services to the **Insured Entity**;
3. to notify individuals or entities whose **Protected Information** was potentially impacted by a **Cyber Event**. This shall include costs incurred by the **Insured Entity** to directly notify individuals on behalf of a third party that has the legal obligation to notify such individuals; provided that such third party agrees to allow the **Insured Entity** to notify such individuals on their behalf;
4. for a call center to respond to inquiries from individuals that the **Insured Entity** has notified because their **Protected Information** was potentially impacted by a **Cyber Event**;
5. to provide a credit monitoring or identity monitoring product to individuals that the **Insured Entity** has notified because their **Protected Information** was potentially impacted by a **Cyber Event**. Such credit monitoring or

identity monitoring product will be provided for a period of 12 months unless the **Insured Entity** is required by law or regulation to provide such a credit monitoring or identity monitoring product for a longer period of time. In that case, such credit monitoring or identity monitoring product will be provided for the period of time required by law or regulation; and

6. for public relations and crisis management costs directly related to mitigating harm to the **Insured Entity** which are approved in advance by the **Insurer**.

B. **Claim** means a written demand for money, services, non-monetary relief or injunctive relief, including service of suit or arbitration proceedings made against any **Insured**. Only as respects Coverage B., Cyber Liability: **Claim** also means a request for information from, or civil proceeding against, the **Insured Entity** brought by a **Regulatory Body** directly arising from an **Insured's** actual or alleged violation of any **Privacy Law**.

Multiple **Claims** arising from: (1) the same or a series of related or repeated acts, errors or omissions; (2) any continuing acts, errors or omissions; or (3) a series of related or repeated **Cyber Events**; shall be considered a single **Claim** for the purposes of this Policy, regardless of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

C. **Claims Expenses** means:

1. reasonable and necessary legal fees, costs and expenses directly resulting from the investigation, adjustment, settlement and/or defense of a **Claim**; and
2. the premiums for appeal, attachment or similar bonds, but only for bond amounts within the applicable Limits of Liability. The **Insurer** does not have to furnish these bonds.

**Claims Expenses** do not include:

- a. salaries, wages, fees, remuneration, overhead, benefits or expenses of an **Insured**;
- b. **Damages**, fines, penalties, fees, or taxes levied or assessed against an **Insured**;
- c. fees, costs, or expenses incurred by the **Insured** prior to the time that a **Claim** is made or which are paid or incurred without the **Insurer's** prior written consent. These unilaterally incurred fees, costs or expenses will not: (i) be reimbursed by the **Insurer**; and (ii) reduce any **Retention** under the Policy; or
- d. the costs and expenses required to comply with any injunctive or other non-monetary, equitable, declaratory, regulatory or administrative relief including, but not limited to, specific performance, or any agreement to provide such relief.

D. **Continuity Date** means the date shown in Item 6. of the Declarations.

E. **Control Group** means any: (1) principal; (2) partner; (3) corporate officer; (4) director; (5) general counsel (or most senior legal counsel); or (6) risk manager; of the **Insured Entity** and any individual in a substantially similar position.

F. **Cyber Event** means:

1. a theft, loss or **Unauthorized Disclosure** of **Protected Information** that is in the care, custody or control of an **Insured** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Protected Information** the **Insured Entity** is legally responsible for;
2. the storage, collection, use or disclosure of **Protected Information** by or on behalf of an **Insured Entity** that is in violation of a **Privacy Law**;
3. the failure to notify a third party of a theft, loss or **Unauthorized Disclosure** of **Protected Information** in violation of a **Privacy Law**;
4. a **Virus Event**; or
5. the access to, or the use of, a computer system by a person or organization that is not authorized to do so.

Only as respects Coverage F., **First Party Loss: Cyber Event** also means an unintentional and unplanned interruption of any computer system including a **Dependent Systems Event**.

G. **Cyber Extortion Loss** means the value of monies (including money in the form of a digital currency), marketable goods or services paid or delivered under duress by or on behalf of the **Insured Entity**, with the **Insurer's** prior written consent, solely for the purpose of terminating a **Cyber Extortion Threat** and in order to reasonably and significantly reduce amounts that would otherwise be covered under the Policy.

- H. **Cyber Extortion Threat** means a demand made against the **Insured Entity** for the payment of monies (including a digital currency), marketable goods or services in order to prevent or terminate:
1. the disclosure of **Protected Information**;
  2. a **Virus Event**;
  3. the corruption, alerting, deletion or destruction of data or software stored on a computer system;
  4. the restriction or hindering of access to a computer system or to data stored on a computer system;
  5. the interruption or suspension of a computer system; or
  6. the electronic communication with the **Insured Entity's** customers impersonating the **Insured Entity** in order to obtain **Protected Information**.
- I. **Damages** means a monetary judgment, award or settlement including prejudgment and post-judgment interest, and punitive damages, exemplary damages or any damages which are a multiple of compensatory damages (if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiple damages), which the **Insured** becomes legally obligated to pay as the direct result of a covered **Claim**.

Solely with respect to Coverage B., Cyber Liability, **Damages** also include:

1. civil fines or penalties levied upon an **Insured** by a **Regulatory Body**; provided that this does not include amounts for matters uninsurable under the law;
2. any: (a) fine; (b) penalty; (c) reimbursement; (d) fraud recovery; or (e) assessment; imposed upon or owed by an **Insured** under the terms of a written agreement between the **Insured Entity** and: (i) a financial institution; (ii) a credit or debit card company; (iii) a credit or debit card processor; (iv) a merchant bank; or (v) any other entity; offering or providing merchant card transaction processing or payment gateway services to the **Insured Entity**; provided that this does not include any charge back amounts, interchange fees, discount fees, or other prospective fees owed under such an agreement; and
3. up to \$2,500 for the costs and expenses of complying with any injunctive or other non-monetary relief.

As respects all coverage parts under this Policy, **Damages** do not include:

- a. any amount for which the **Insured** is not liable or is not legally obligated to pay;
  - b. except as noted in paragraph 1. and 2. above, any fines or monetary penalties or multiples thereof;
  - c. taxes or the loss of tax benefits;
  - d. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
  - e. matters uninsurable under the laws applicable to this Policy;
  - f. past, present and future earned and unearned: (i) royalties; (ii) fees; (iii) costs; (iv) expenses; (v) commissions; and (vi) profits; unlawfully or unjustly held or obtained including, but not limited to, the return, offset, disgorgement or restitution of such royalties, fees, costs, expenses, commissions, and profits unlawfully or unjustly held or obtained;
  - g. except as noted in paragraph 3. above, the costs and expenses of complying with any injunctive or other non-monetary equitable, declaratory, regulatory or administrative relief including, but not limited to, specific performance, or any agreement to provide such relief; and
  - h. discounts, prizes, awards, coupons or other incentives offered to the **Insured's** clients or customers.
- J. **Dependent Systems Event** means the unintentional and unplanned interruption of computers or associated hardware, software, or firmware, including network devices and backup components, owned, leased, operated or controlled by a third party.
- K. **eCrime Event** means:
1. the loss of money or securities of the **Insured Entity** or in the custody of the **Insured Entity** that results directly from a wrongful transfer, payment or delivery of such money or securities by an **Insured** as a sole result of fraudulent electronic or telephone instructions provided by a third party, that is intended to mislead the **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**, including such loss resulting from business e-mail compromise, social engineering, spear-phishing and e-mail spoofing;
  2. the loss of money or securities from an account maintained by the **Insured Entity** at a financial institution resulting directly from fraudulent electronic or telephone instructions issued by a third party to a financial institution directing such institution to transfer, pay or deliver money or securities from any account maintained by the **Insured Entity** at such institution, without the **Insured Entity's** knowledge or consent;

3. the act of a third party gaining access to and using the **Insured Entity's** telephone system in an unauthorized manner; or
4. the loss of money owed to the **Insured Entity** by a customer or client of such **Insured Entity** that cannot be collected resulting directly from an actual and documented use of the **Insured Entity's** computer system by an unauthorized person or organization to release or distribute a fraudulent invoice or fraudulent payment instruction to such customer or client of the **Insured Entity**.

**eCrime Event** does not include:

- a. any loss arising, directly or indirectly from an **Insured's** acceptance, deposit or handling of:
  - i. counterfeit currency or bank drafts;
  - ii. a bank draft, check or other financial instrument returned due to insufficient funds;
  - iii. counterfeit bonds, securities or other financial instruments; or
  - iv. counterfeit goods of any kind;including, but not limited to, loss arising from a transfer of money by an **Insured** to a third party associated with an **Insured's** acceptance, deposit or handling of such items;
- b. any loss arising, directly or indirectly, from: (i) loan fraud; (ii) mortgage fraud; or (iii) accounting fraud; including, but not limited to, check kiting, money laundering or fraudulent loan schemes. This includes loss arising from a transfer of money by an **Insured** to a third party associated with any such fraud;
- c. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
- d. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
- e. the processing of, or the failure to process: (i) credit; (ii) check; (iii) debit; (iv) electronic benefit transfers; or (v) mobile payments; for merchant accounts;
- f. any accounting or arithmetical errors or omissions, or the: (i) failure; (ii) malfunction; (iii) inadequacy; or (iv) illegitimacy; of any product or service;
- g. any fraudulent, dishonest or criminal act committed by any natural person **Insured**; or
- h. any loss of money owed to the **Insured Entity** that results solely from e-mail spoofing or any impersonation of an **Insured** or the **Insured Entity**.

L. **First Party Loss** means:

1. the reasonable and necessary costs charged by a vendor designated or approved in writing by the **Insurer** to restore, replace or recreate software or electronic data to its condition immediately prior to the **Cyber Event**, but only for such costs that are as a direct result of the **Cyber Event**;
2. the reasonable and necessary expenses incurred by the **Insured Entity** during the **Indemnity Period** to continue or maintain normal operations that are over and above those expenses the **Insured Entity** would have incurred had no **Cyber Event** occurred;
3. the net profit or loss without interest and before tax that the **Insured Entity** would have earned or incurred during the **Indemnity Period**, including such amounts from a **Reputational Loss Event**, as a direct result of the **Cyber Event** (including the voluntary suspension of the **Insured Entity's** computer system when such voluntary suspension is reasonable to mitigate **Loss**), plus the continuing normal operating expenses incurred by the **Insured Entity** during the **Indemnity Period** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Indemnity Period**;
4. the cost to repair or replace computer hardware or equipment that is damaged or impaired and must be replaced as a direct result of a **Cyber Event**; and
5. the actual and demonstrated additional electrical utility costs resulting from the unauthorized use of the **Insured Entity's** computing systems.

**First Party Loss** does not include, except as described in Section V., **Supplemental Payments & Services**, any costs attributed to an upgrade or improvement of: (a) electronic data; (b) software; or (c) computer systems; beyond what existed prior to the **Cyber Event** unless such upgrade or improvement is reasonable because of improvements in the available technology.

M. **Indemnity Period** means:

1. in the case of the actual interruption or impairment of the **Insured Entity's** business operations, the period of time that: (a) begins after the elapse of the **Waiting Period** shown in Item 7. of the Declarations; and (b) ends

- 90 days after the time when the **Insured Entity** could have resumed normal operations with the exercise of due diligence and dispatch; or
2. in all other cases including a **Reputational Loss Event**, 120 days after the **Insured Entity** first discovers a **Cyber Event**;

The time frames indicated in paragraphs 1. and 2. above are not limited by the expiration date of this Policy. In no event will the **Indemnity Period** exceed 180 days.

N. **Insured** means:

1. (a) the **Named Insured**; (b) each **Subsidiary**; and (c) each **Newly Acquired Entity**;
2. any past or present: (a) employee (including a part time, temporary, leased or seasonal employee); (b) principals; (c) partners; or (d) executive officers or directors; of an **Insured Entity**, but only while acting within the scope of their duties as such;
3. any past or present natural person independent contractor who performs labor or service for the **Insured Entity** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Entity**, but only while acting in the scope of their duties as such and in the performance of labor or service to the **Insured Entity**. The status of an individual as an independent contractor shall be determined as of the date of an alleged act, error or omission by any such independent contractor;
4. any: (a) spouse; or (b) the legally recognized domestic partner (whether by state or federal law); of any person otherwise qualifying as an **Insured**, but only with respect to their status as such;
5. in the event of: (a) death; (b) incapacity; (c) bankruptcy; or (d) insolvency; of any **Insured**, such **Insured's**: (i) heirs; (ii) estate; (iii) executors; (iv) administrators; and (v) legal representative in his or her capacity as such; but only with respect to matters for which the **Insured** otherwise would have been entitled to coverage under this Policy; and
6. only as respects Coverage B., Cyber Liability, and Coverage C., **Multimedia Liability**: any person or entity that the **Insured Entity** has agreed in writing to add as an additional insured under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only for the vicarious liability of such additional insured for the wrongful acts of an **Insured**.

O. **Insured Entity** means: (1) the **Named Insured**; (2) each **Subsidiary**; and (3) each **Newly Acquired Entity**.

P. **Insurer** means the insurance company shown in the Declarations.

Q. **Loss** means: (1) **Breach Costs**; (2) **Cyber Extortion Loss**; (3) **First Party Loss**; (4) financial loss from an **eCrime Event**; (5) **Damages**; and (6) **Claims Expenses**.

Multiple **Losses** arising from: (a) the same or a series of related or repeated acts, errors or omissions; (b) any continuing acts, errors or omissions; or (c) a series of related or repeated **Cyber Events**, **eCrime Events** or **Cyber Extortion Threats**; shall be considered a single **Loss** for the purposes of this Policy. All such **Loss** shall be deemed to have been made at the time of the first such **Loss**.

R. **Multimedia Liability** means one or more of the following acts committed by, or on behalf of, the **Insured Entity** in the course of creating, displaying, broadcasting, publishing, disseminating or releasing **Multimedia Material** to the public:

1. (a) defamation; (b) libel; (c) slander; (d) product disparagement; (e) trade libel; (f) infliction of emotional distress; (g) outrage; (h) outrageous conduct; or (i) other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including: (a) false light; (b) intrusion upon seclusion; and (c) public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of: (a) name; (b) persona; (c) voice; or (d) likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of: (a) domain name; (b) trademark; (c) trade name; (d) trade dress; (e) logo; (f) title; (g) metatag; or (h) slogan, service mark or service name;
7. improper deep-linking or framing; or
8. unfair competition, if alleged in conjunction with any of the acts listed in paragraphs 5. or 6. above.

- S. **Multimedia Material** means the content of material published or broadcast by, or on behalf of, the **Insured Entity**, including any: (1) information; (2) words; (3) sounds; (4) numbers; (5) images; or (6) graphics; included in such content, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such content.
- T. **Named Insured** means the: (1) entity; (2) individual; (3) partnership; or (4) corporation; shown in Item 1. of the Declarations.
- U. **Newly Acquired Entity** means any entity: (1) formed or acquired by the **Named Insured** during the **Policy Period**; and (2) in which the **Named Insured** has more than 50% of the legal or beneficial interest; provided that if the trailing 12 month revenues for such entity exceed 15% of the **Named Insured's** annual revenues for the same trailing 12 month period, then only if all of the following conditions are met:
1. within 90 days of the formation of a **Newly Acquired Entity**, the **Named Insured** notifies the **Insurer** in writing of the details of such: (a) merger; (b) acquisition; or (c) newly created joint venture or partnership;
  2. the **Named Insured** agrees to any changes in terms and conditions of this Policy related to the **Newly Acquired Entity** including, but not limited to, the payment of additional premium, if any, charged by the **Insurer**; and
  3. the **Insurer** has issued a written endorsement specifically noting the addition of the **Newly Acquired Entity** as a covered **Insured** under this Policy.
- V. **Notice Requirements** means the requirements described in Section IX. of this Policy.
- W. **Policy Period** means the length of time between the effective date shown in Item 2. of the Declarations and the earlier of:
1. the expiration date shown in Item 2. of the Declarations; or
  2. the cancellation date of this Policy.
- X. **Privacy Law** means a federal, state or foreign statute or regulation:
1. requiring the **Insured Entity** to protect the confidentiality or security of **Protected Information**;
  2. requiring notice to a person or organization whose **Protected Information** was accessed or reasonably may have been accessed by an unauthorized person; or
  3. governing the collection, use or storage of **Protected Information** by the **Insured Entity**.
- Privacy Law** includes the European Union General Data Protection Regulation 2016/679 and the California Consumer Privacy Act (CCPA), but only as respects the portion of such regulation that:
- a. requires the **Insured Entity** to protect the confidentiality or security of **Protected Information**;
  - b. requires the **Insured Entity** to provide notice to a person or organization whose **Protected Information** was accessed or reasonably may have been accessed by an unauthorized person; or
  - c. governing the **Insured Entity's** collection, use or storage of **Protected Information**.
- Y. **Protected Information** means the following information that an **Insured** has a legal obligation to safeguard, protect or maintain in confidence:
1. non-public individually identifiable information as defined by any: (a) federal; (b) state; (c) local; or (d) foreign; statute, rule or regulation;
  2. an individual's: (a) social security number; (b) taxpayer identification number; (c) unpublished telephone number; (d) driver's license number; (e) state identification number; (f) passport number; (g) financial account number; (h) credit card number; (i) debit card number; or (j) the magnetic strip information from a credit or debit card; and
  3. any: (a) trade secret; (b) data; (c) design; (d) interpretation; (e) forecast; (f) formula; (g) method; (h) record; (i) report; or (j) other item of information; of a third party that is not available to the general public.

Z. **Regulatory Body** means:

1. any federal, state or local governmental entity in such entity's regulatory or official capacity;
2. a national data protection authority within the European Union in such entity's regulatory or official capacity; or
3. any other foreign governmental entity in such entity's regulatory or official capacity.

AA. **Reputational Loss Event** means a **First Party Loss** arising from a theft, loss or **Unauthorized Disclosure of Protected Information** that is in the care, custody or control of an **Insured** or a third party for whose theft, loss or **Unauthorized Disclosure of Protected Information** the **Insured Entity** is legally responsible for.

BB. **Retention** means the amount shown in Item 5. of the Declarations and described in Section VII. of this Policy.

CC. **Subsidiary** means any entity in which the **Named Insured** as of the effective date of the Policy, either:

1. directly or indirectly owns more than 50% of the issued and outstanding voting equity securities; or
2. controls voting rights representing the present right to vote for election or to appoint more than 50% of the directors or trustees.

DD. **Supplemental Payments & Services** means the amounts described in Section V. of this Policy.

EE. **Unauthorized Disclosure** means the disclosure (including disclosure resulting from phishing) of or access to information in a manner that is not authorized by the **Insured Entity** and is without: (1) knowledge; (2) consent; or (3) acquiescence; of any member of the **Control Group**.

FF. **Virus Event** means the introduction of an unauthorized, unwanted or harmful program, computer code or script into a computer system. An unwanted or harmful program, computer code or script includes: (a) a computer virus; (b) Trojan horses; (c) worms; (d) time or logic bombs; (e) spyware; (f) malware; (g) spiderware; or (h) ransomware.

GG. **Waiting Period** means the period: (1) starting upon the actual interruption or impairment of the **Insured Entity's** business operations caused by a **Cyber Event** (including the voluntary suspension of the **Insured Entity's** computer system); and (2) ending after the number of hours shown in Item 7. of the Declarations elapse.

#### IV. EXCLUSIONS

The **Insurer** shall not be liable to defend, pay, indemnify or reimburse the **Insured** with respect to any **Claim** or **Loss** based upon, resulting from, arising out of, in consequence of, or in any way connected with or involving, directly or indirectly:

- A. the actual or alleged: (1) distribution of unsolicited email, text messages, direct mail, facsimiles or other communications (including, but not limited to, any actual or alleged violation of the Telephone Consumer Protection Act of 1991 or the CAN-SPAM Act of 2003); (2) wire tapping; (3) audio or video recording; or (4) telemarketing; if such distribution, wire tapping, recording or telemarketing is done by or on behalf of an **Insured**; however this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;
- B. any: (1) act; (2) error; (3) omission; (4) incident; or (5) event; committed or occurring prior to the effective date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
- C. any: (1) **Claim**; (2) **Loss**; (3) incident; or (4) circumstance; for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;
- D. any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or committed by others if an **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:
  1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct, at which time the **Named Insured** shall reimburse the **Insurer** for all **Claims Expenses** incurred defending such **Claim**;
  2. any natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any: (a) act; (b) error; (c) omission; (d) incident; or (e) event; giving rise to such **Claim** or **Loss**; and
  3. the **Insured Entity**; provided that no member of the **Control Group** personally committed, participated in or knew about any: (a) act; (b) error; (c) omission; (d) incident; or (e) event; giving rise to such **Claim** or **Loss**;
- E. any actual or alleged infringement, misuse or abuse of patent or patent rights;

- F. any actual or alleged infringement, use, misappropriation or disclosure of any intellectual property including, but not limited to, trade secret misappropriation, copyright infringement, trademark infringement, trademark dilution or trade dress infringement; but this exclusion will not apply to:
1. any **Claim** or **Loss** resulting from a theft, use or disclosure of **Protected Information** by a person who is not a past, present or future: (a) employee; (b) director; (c) officer; (d) partner; or (e) independent contractor; of an **Insured** and without the: (i) knowledge (ii) consent or (iii) acquiescence; of any member of the **Control Group** or
  2. any **Claim** under Coverage C., **Multimedia Liability**;
- G. any actual or alleged use or misappropriation of any ideas or trade secrets by, or on behalf of, an **Insured**, or by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of any member of the **Control Group**;
- H. a **Claim** made by or on behalf of:
1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under Coverage B., Cyber Liability, or a **Claim** made by any person or entity that the **Insured Entity** has agreed in writing to add as an additional insured under this Policy; or
  2. any business enterprise in which an **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Insured Entity**;
- I. (1) any loss, transfer or theft of monies (including but not limited to cryptocurrency), securities or tangible property of the **Insured** or others in the care, custody or control of an **Insured**; but this exclusion will not apply to coverage under Coverage D., eCrime Loss; or (2) any loss of cryptocurrency resulting from the loss, theft, damage or corruption of a password or cryptographic key;
- J. (1) nuclear reaction; (2) nuclear radiation; (3) radioactive contamination; (4) radioactive substance; (5) electromagnetic field; (6) electromagnetic radiation; (7) electromagnetism; or (8) electromagnetic pulse;
- K. 1. declared war;
2. armed conflict or actions that occur in association with armed conflict. Armed conflict includes, but is not limited to: (a) overt or covert military action; (b) a coup; (c) rebellion; (d) revolution; (e) insurrection; or (f) other hostilities which involve infliction of bodily harm, physical damage or utilizing physical force;
  3. an act attributed to a foreign government or military by the United States Attorney General, the United States Department of State, the United States Department of Justice, the United States Department of Homeland Security; or any other federal government department or agency of the United States of America in such department or agency's official capacity; or
  4. an overt action of a foreign government or military.

The above include, but are not limited to, a **Cyber Event** or any other attempt to (i) disrupt; (ii) disable; or (iii) interfere with either the normal operation of computer systems, or any communication between computer systems;

- L. any economic or trade sanction imposed by the United States including, but not limited to, sanctions administered and enforced by The United States Treasury Department's Office of Foreign Assets Control ("OFAC");
- M. any presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any other substances including, but not limited to, asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances") or the cost to:
1. clean up or remove hazardous substances;
  2. monitor, assess or evaluate, the: (a) presence; (b) discharge; (c) dispersal; (d) escape; (e) release; or (f) threat of same; of hazardous substances;
  3. dispose of hazardous substances or take such other action as may be necessary to temporarily or permanently: (a) prevent; (b) minimize; or (c) mitigate; damage to the public health or welfare or to property or the environment, which may otherwise result; or

4. directly or indirectly respond to or address any government direction or request that the **Insured**: (a) test for; (b) monitor; (c) clean up; (d) remove; (e) contain; (f) treat; (g) detoxify; or (h) neutralize; hazardous substances
- N. any impairment, failure or malfunction of a satellite;
- O. any impairment, failure or malfunction of power, utility, mechanical or telecommunications (including, but not limited to, the internet) infrastructure or services that are not under the **Insured Entity's** direct operational control. Telecommunications services include, but are not limited to, services provided by an Internet Service Provider (ISP), or a Domain Name System (DNS) service;
- P. any: (1) seizure; (2) nationalization; (3) confiscation; or (4) destruction; of property or data by order of any governmental or public authority;
- Q. solely with respect to Coverages B., Cyber Liability, and C., **Multimedia Liability**:
1. any actual or alleged violation of the federal Fair Debt Collection Practices Act (FDCPA);
  2. any actual or alleged violation of the Americans with Disabilities Act (ADA) or any other similar federal, state, or local law, statute, or regulation;
  3. any actual or alleged violation of the Children's Online Privacy Protection Act (COPPA);
  4. any actual or alleged violation from the failure to properly truncate credit, debit or payment card information on receipts or statements as required by the Fair and Accurate Credit Transactions Act of 2003 (FACTA);
  5. any **Claim** covered under the terms of: (a) a commercial general liability insurance policy; (b) a professional liability insurance policy; or (c) an employment practices liability insurance policy; maintained by the **Insured Entity**; provided that this shall not apply to **Damages** or **Claims Expenses** in excess of the limits of liability of any such insurance policy;
  6. any employment or labor relations: (a) policies; (b) practices; (c) acts or omissions; or (d) any actual or alleged refusal to employ any person, or misconduct with respect to employees; whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person; provided that this exclusion shall not apply to an otherwise covered **Claim** by a current or former employee of the **Insured Entity** for **Damages** arising strictly from a **Cyber Event**; or
  7. the: (a) ownership, sale or purchase of; or (b) offer to sell or purchase; stock or other securities, or an actual or alleged violation of a securities law or regulation;
- R. solely with respect to Coverage C., **Multimedia Liability**, any:
1. contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
  2. actual or alleged obligation to make licensing fee or royalty payments;
  3. costs or expenses incurred or to be incurred by the **Insured** or others for the: (a) reprinting; (b) reposting; (c) recall; (d) removal; or (e) disposal; of any **Multimedia Material** or any other information, content or media including, but not limited to, any media or products containing such **Multimedia Material**, information, content or media;
  4. **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
  5. actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, false advertising or the failure of any goods or services to conform with any represented quality or performance;
  6. gambling, contest, lottery, promotional game or other game of chance; or
  7. **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Multimedia Material** or services provided by such independent contractor, joint venturer or venture partner;
- S. solely with respect to Coverage D., eCrime Loss: any loss covered under the terms of: (1) a commercial crime insurance policy; or (2) a professional liability policy; maintained by the **Insured Entity**; provided that this shall not apply to direct financial loss in excess of the limits of liability of any such insurance policy;
- T. solely with respect to Coverages E., **Cyber Extortion Loss**, and F., **First Party Loss**, any **Cyber Extortion Loss** or **First Party Loss**:
1. arising from: (a) fire; (b) flood; (c) earthquake; (d) volcanic eruption; (e) explosion; (f) lightning; (g) wind; (h) hail; (i) damage by water; (j) landslide; (k) act of God; or (l) any other physical event;

2. for additional costs to: (a) update; (b) replace; (c) restore; (d) assemble; (e) reproduce; (f) recollect; or (g) enhance; data or computer systems to a level beyond that which existed prior to a **Cyber Extortion Threat** or a **Cyber Event**, except as covered under Section V., **Supplemental Payments & Services**; or
3. covered under the terms of a property insurance policy providing coverage for risks of direct physical loss to property maintained by the **Insured Entity**; provided that this shall not apply to **Cyber Extortion Loss** or **First Party Loss** in excess of the limits of liability of any such insurance policy.

## V. SUPPLEMENTAL PAYMENTS & SERVICES

In addition to the amounts described in Section I., Insuring Agreements, of this Policy, in the event of an actual **Cyber Event** that results in **Breach Costs**, **Cyber Extortion Loss** or **First Party Loss** that exceeds the **Retention**, the **Insurer** shall also pay the following costs, but only to reasonably and significantly reduce the possibility of a similar **Cyber Event** from occurring in the future:

- A. up to \$10,000 for a third party consultant recommended by the **Insurer** to provide ongoing assistance to the **Insured Entity** to improve and upgrade computer security; and
- B. up to the lesser of: (1) 10% of the amount of an otherwise covered **Loss** from a **Cyber Event**; or (2) \$25,000; for the purchase of computer equipment or computer software recommended by such third party consultant recommended by the **Insurer**.

Such payments shall be part of, and not in addition to, the Aggregate Limit of Liability shown in Item 4. of the Declarations.

## VI. LIMITS OF LIABILITY

- A. The Aggregate Limit of Liability shown in Item 4. of the Declarations is the most the **Insurer** will pay for all **Loss** under this Policy. Once the Aggregate Limit of Liability has been exhausted, the **Insurer** shall have no further duty to defend the **Insured** for any **Claim** which may otherwise be covered by this Policy.
- B. The Breach Response Limit of Liability shown in Item 4. of the Declarations is the most the **Insurer** will pay for all **Breach Costs** under this Policy. Once the Breach Response Limit of Liability has been exhausted, the **Insurer** shall have no further obligation to pay **Breach Costs** which may otherwise be covered by this Policy, regardless of the number of covered incidents or events.

The Breach Response Limit of Liability shall be in addition to the Aggregate Limit of Liability provided that all services are performed exclusively by vendors nominated by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations. If any services for **Breach Costs** are performed by vendors not recommended by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations, then the Breach Response Limit of Liability shall be part of, and not in addition to, the Aggregate Limit of Liability.

- C. The eCrime Loss Sublimit of Liability shown in Item 4. of the Declarations is the maximum amount the **Insurer** is obligated to pay in the aggregate for all direct financial loss arising directly from **eCrime Events** first discovered during the **Policy Period**. The eCrime Loss Sublimit of Liability shall be part of, and not in addition to the Aggregate Limit of Liability.
- D. The Dependent Business Sublimit of Liability shown in Item 4. of the Declarations is the maximum amount the **Insurer** is obligated to pay in the aggregate for **First Party Loss** arising out of, based upon, or attributable to all **Dependent Systems Events** under this Policy. The Dependent Business Sublimit of Liability shall be part of, and not in addition to the Aggregate Limit of Liability.
- E. The Ransomware/Malware Event Sublimit of Liability shown in Item 4. of the Declarations is the maximum amount the **Insurer** is obligated to pay in the aggregate for all **Loss** under this Policy arising out of, based upon, or attributable to all **Virus Events** under this Policy. The Ransomware/Malware Event Sublimit of Liability shall be part of, and not in addition to the Aggregate Limit of Liability.
- F. The Aggregate Limit of Liability shown in Item 4. of the Declarations is the maximum the **Insurer** will pay regardless of the number of: (1) **Insureds**, individuals or organizations that make a **Claim**; (2) the number of **Claims** made; (3) the number of incidents; or (4) the number of **Dependent Systems Events**, **Cyber Events**, **eCrime Events**, **Cyber Extortion Threats**, **Supplemental Payments & Services** or actual or alleged wrongful acts.

## VII. RETENTION

The **Retention**, as shown in Item 5. of the Declarations, applies separately to each incident or event giving rise to **Breach Costs, Claims Expenses, Damages, direct financial loss, Cyber Extortion Loss or First Party Loss** under Coverages A., B., C., D., E. and F.; provided, however, that multiple incidents or events arising from the same or a series of related or repeated acts or from any continuing acts, shall be considered a single incident or event for the purposes of this Policy and only one **Retention** shall apply to all resulting **Loss**.

The **Insurer** shall only be obligated to pay any **Loss** under this Policy in excess of the **Retention**; provided that if services are recommended by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations, and the **Insured Entity** agrees to utilize only those vendors nominated by the Crum & Forster Cyber Response Team, then the **Retention** shall not apply to the following **Breach Costs**:

- A. for an attorney to provide necessary legal advice to the **Insured Entity** to evaluate the **Insured Entity's** legal obligations in connection with an actual or reasonable suspected **Cyber Event**; and
- B. for a computer security expert, or experts, to determine the existence, cause and scope of a **Cyber Event** as well as the costs to contain an ongoing **Cyber Event**, including the cost to retain a PCI Forensic Investigator if required by a written agreement between the **Insured Entity** and: (1) a financial institution; (2) a credit or debit card company; (3) a credit or debit card processor; (4) a merchant bank; or (5) any other entity; offering or providing merchant card transaction processing or payment gateway services to the **Insured Entity**.

The **Retention** shall be borne by the **Named Insured**. In the event that this Policy provides coverage for **Loss** in excess of the limits available under other insurance, then the **Insurer** shall recognize payment by the **Insured Entity** of any retention or deductible applicable to such other insurance against the **Retention**.

## VIII. COINSURANCE

The **Insurer's** obligation to indemnify the **Named Insured** for **First Party Loss** and **Cyber Extortion Loss** arising out of, based upon, or attributable to a **Virus Event** shall be reduced by the coinsurance percentage amount shown in Item 4. of the Declarations. This coinsurance percentage amount must be borne by the **Named Insured** and is in addition to the **Retention**.

## IX. NOTICE REQUIREMENTS

- A. The **Named Insured** must give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than: (1) 60 days after the end of the **Policy Period**; or (2) the expiration of any applicable Extended Reporting Period. Notice must be provided through the contacts shown in Item 9. of the Declarations.

All notices of **Claims** must provide the following information: (a) the potential claimant(s) by name or description; (b) the names of the **Insureds** involved; (c) the time, date, location and the description of the specific incident which forms the basis of the **Claim** including the nature of the potential **Damages** arising from such specific **Claim** or incident; (d) the circumstances by which the **Insured** first became aware of the specific **Claim**; and (e) the reason the **Insured** reasonably believes the subject **Claim** is likely to trigger coverage under this Policy.

- B. With respect to **Breach Costs**: the **Named Insured** must notify the **Insurer** of any actual or reasonably suspected **Cyber Event** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice may be provided to the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations. Otherwise notice must be provided through the contacts shown in Item 9. of the Declarations. Notice of an actual or reasonably suspected **Cyber Event** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.
- C. With respect to a **Cyber Extortion Threat**: the **Named Insured** must notify the **Insurer** via the email address shown in Item 9. of the Declarations as soon as practicable after discovery of a **Cyber Extortion Threat**, but in no event later than 60 days after the end of the **Policy Period**. The **Named Insured** will provide the **Insurer** with a proof of **Cyber Extortion Loss** no later than six months after the end of the **Policy Period**, unless the **Insurer** has agreed in writing to extend this deadline. The **Named Insured** must obtain the **Insurer's** consent prior to paying any ransom or demand related to a **Cyber Extortion Threat**.

- D. With respect to **First Party Loss** or a loss from an **eCrime Event**: the **Named Insured** must notify the **Insurer** through the contacts shown in Item 9. of the Declarations as soon as practicable after discovery of the **Cyber Event** or **eCrime Event**. The **Named Insured** will provide the **Insurer** with a proof of **First Party Loss** or financial loss under the eCrime Loss Coverage. The full loss amount including all documentation and proofs of loss must be provided to the **Insurer** no later than six months after the end of the **Policy Period**, unless the **Insurer** has agreed in writing to extend this deadline.
- E. Any **Claim** arising out of a **Cyber Event**, **eCrime Event** or **Cyber Extortion Threat** that is covered under Coverages A., **Breach Costs**, D., eCrime Loss, E., **Cyber Extortion Loss**, or F., **First Party Loss**, and that is reported to the **Insurer** in conformance with paragraphs B., C. or D. above will be considered to have been made during the **Policy Period**.
- F. With respect to any circumstance that could reasonably be the basis for a **Claim**, the **Named Insured** may give written notice of such circumstance to the **Insurer** through the contacts shown in Item 9. of the Declarations. Such notice must include:
1. the specific details of the act, error, omission, incident or event that could reasonably be the basis for a **Claim**;
  2. the injury or damage which may result or has resulted from the circumstance; and
  3. the facts by which the **Insured** first became aware of the act, error, omission, incident or event.

If such notice that meets the requirements outlined above is made during the **Policy Period**, then any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to the **Insurer** will be considered to have been made at the time written notice complying with the above requirements was first given to the **Insurer**.

## X. EXTENDED REPORTING PERIOD

As a condition precedent to obtaining an Automatic Extended Reporting Period (AERP) or an Optional Extended Reporting Period (OERP), the full premium of this Policy, premium for any endorsements, and payment of **Retentions** must have been paid in full. Neither the AERP nor the OERP reinstate or increase the Limits of Liability. Neither the AERP nor the OERP extend the **Policy Period** or change the scope of coverage afforded by this Policy.

### A. Automatic Extended Reporting Period

If the **Insurer** or **Named Insured** cancel or non-renew this Policy for any reason other than: (1) non-payment of premium; (2) non-payment of **Retention**; (3) non-compliance with any terms and conditions of this Policy; or (4) fraud or material misrepresentation; then the **Named Insured** shall be entitled to an AERP of 60 days from the date of Policy expiration or cancellation to report **Claims** in writing to the **Insurer** which are first made against the **Insured** during the AERP and which arise from: (a) a **Cyber Event** that first occurs before the end of the **Policy Period**; or (b) **Multimedia Material** first disseminated before the end of the **Policy Period**. If the OERP in subsection B. below is purchased, then this AERP shall be included within such OERP and will not further extend such OERP.

### B. Optional Extended Reporting Period

If the **Insurer** or **Named Insured** cancel or non-renew this Policy for any reason other than: (1) non-payment of premium; (2) non-payment of **Retention**; (3) non-compliance with any terms and conditions of this Policy; or (4) fraud or material misrepresentation; then the **Named Insured** shall be entitled to purchase an OERP from the options below. If elected, the OERP will begin on the date the Policy expires or is cancelled and would entitle the **Insured** to notify the **Insurer** in writing of **Claims** which are first made against the **Insured** during the OERP and which arise from: (a) a **Cyber Event** that first occurs before the end of the **Policy Period**; or (b) **Multimedia Material** first disseminated before the end of the **Policy Period**.

### C. OERP Options

1. 12 months for a premium not to exceed 100% of the annual premium;
2. 24 months for a premium not to exceed 150% of the annual premium; or
3. 36 months for a premium not to exceed 175% of the annual premium.

D. In order to purchase the OERP, the **Named Insured**: (1) must provide the **Insurer** with written notice of its intention to do so no later than 30 days after the expiration or cancellation date of this Policy; and (2) must include full payment of premium for the OERP at that time. The entire OERP premium is fully earned and non-refundable

as of the date the **Named Insured** notifies the **Insurer** of its intent to purchase the OERP and full payment must be made at that time for the OERP to apply.

## XI. OTHER CONDITIONS

### A. Cooperation

The **Named Insured** shall immediately send the **Insurer** copies of all: (1) demands; (2) notices; (3) summonses; or (4) legal papers; received in connection with a **Claim** or **Loss**. The **Insured** must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the **Insured** may have and will not do anything after an act, incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. The **Insured** shall: (a) cooperate with counsel; and (b) refrain from discussing any **Claim** or **Cyber Event** with anyone other than counsel retained to represent the **Insured** or the **Insurer's** representatives.

All **Insureds** must fully assist and cooperate with the **Insurer** in the conduct, defense, investigation, negotiation and settlement of any **Claim** or **Loss**. At the **Insurer's** request, the **Insured** must submit to an examination under oath, provide the **Insurer** with written statements as requested by the **Insurer**, attend meetings and negotiations; and produce and make available all information, records, documents and other materials which the **Insurer** deems relevant to the **Claim** or **Loss**. The **Insureds** agree that they shall not knowingly take any action that in any way increases **Loss** or prejudices the **Insurer's** position under this Policy.

As respects any **Claim**, the **Insured** must attend hearings, depositions, proceedings, trials and appeals; and assist the **Insurer** in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses, and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to any **Insured**.

Except as otherwise provided in Section II., Defense and Settlement of **Claims**, Part A., no **Insured** will, except at its own cost: (1) admit liability; (2) settle a **Claim**; (3) incur any expense to investigate a **Claim** or **Loss**; (4) retain attorneys; (5) incur **Claims Expenses**; (6) assume any other obligation with respect to a **Claim** or **Loss**; or (7) incur any other expense with respect to a **Claim** or **Loss**; without the **Insurer's** prior written consent. Compliance with a statute or regulation that requires notice to government authorities, regulatory authorities or to persons whose personal information may have been accessed by an unauthorized individual, will not be considered an admission of liability for purposes of this clause.

### B. Due Dispatch

The **Insured Entity** shall make every reasonable effort to restore operations and otherwise mitigate **Loss** as quickly as reasonably possible after a **Cyber Event**, **eCrime Event** or **Cyber Extortion Threat**. If the **Insured Entity** does not resume operations, or does not resume operations as quickly as reasonably possible, the **Insurer** may reduce the payment of **Loss** to the amount of **Loss** based on the length of time it would have taken to resume operations as quickly as reasonably possible.

### C. Action Against the **Insurer** and Bankruptcy

1. No action shall be taken against the **Insurer** unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all the terms and conditions of this Policy, nor until the amount of the **Insured's** obligation to pay **Damages** for any **Claim** shall have been fully and finally determined either by judgment against the **Insured** or by written agreement between the **Insureds**, the claimant, and the **Insurer**.
2. Nothing contained herein shall give any person or entity any right to join the **Insurer** as a party to any **Claim** against the **Insureds** to determine their liability. Nor shall the **Insurer** be impleaded by the **Insureds** or their legal representative in any **Claim**.
3. Bankruptcy or insolvency of the **Insured** or of the estate of the **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this Policy.

### D. Cancellation and Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning the Policy to the **Insurer** or its authorized representatives, or the **Named Insured** can cancel this Policy by written notice to the **Insurer**, stating at what

future date cancellation is to be effective. If the **Named Insured** cancels, earned premium shall be computed using the customary short rate table. Provided, however, the premium shall be deemed fully earned if any **Claim** or **Loss** or other circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the **Insurer** on or before the date of cancellation.

2. The **Insurer** can cancel the Policy by written notice to the **Named Insured**, at the address shown in Item 1. of the Declarations. The **Insurer** will provide written notice at least 30 days before cancellation is to be effective and the earned premium will be computed pro-rata. However, if the **Insurer** cancels because the **Named Insured** has failed to pay a premium or **Retention** when due, only 10 days written notice of cancellation will be required.
3. This Policy will terminate on the effective date of the cancellation. Return of unearned premium is not a condition of cancellation. Unearned premium will be returned as soon as practicable.
4. The **Insurer** will not be required to renew this Policy upon its expiration. If the **Insurer** elects not to renew this Policy, the **Insurer** will mail to the **Named Insured**, at the address shown in Item 1. of the Declarations, written notice of nonrenewal at least 30 days prior to the expiration date of this Policy. Any offer of renewal on terms involving a change of **Retention**, premium, Limit of Liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by the **Insurer** to renew this Policy.
5. Proof of mailing of any notice of cancellation or nonrenewal shall be sufficient proof of notice.

E. Assignment of the **Insured's** Interest

The interest of the **Insured** under this Policy is not assignable to any other person or organization, except with the **Insurer's** prior written consent.

F. Subrogation

If any payment is made under this Policy and there is available to the **Insurer** any of the **Insured's** rights of recovery against any other party, then the **Insurer** will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an act, incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an act, incident or event giving rise to a **Claim** or **Loss** has occurred, then the **Insurer** will waive its rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the **Insurer**, and lastly to the **Retention**. Any additional amounts recovered will be paid to the **Named Insured**.

G. Changes Made to this Policy

The terms and conditions of this Policy cannot be waived or changed except by specific written endorsement issued by the **Insurer** and made part of the Policy.

H. Application

The statements contained in the Application, and any and all attachments, constitute the representations of all **Insureds** and are material. This Policy is issued and continued in force by the **Insurer** in reliance upon the truth, accuracy and completeness of such representations, which are the basis of this Policy and current as of the date of binding. Upon the binding of coverage, the Application and any and all attachments are incorporated in and form a part of the Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured**, except for material facts or information known to the person or persons who signed the Application. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the Application, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission or to whom such knowledge is imputed.

I. False or Fraudulent **Claims**

If an **Insured** reports any **Claim** or **Loss** knowing such to be false or fraudulent, this Policy shall become void and all insurance coverage hereunder shall be forfeited as to the inception date of this Policy.

J. Terms and Conditions of Policy Conformed to Statute

Where necessary, the terms and conditions of this Policy will be amended to conform to applicable law.

K. Change in Risk

If, during the **Policy Period**: (1) an **Insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the **Insured** is not the surviving entity; or (2) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the **Insured**; then coverage under this Policy shall continue in full force and effect until the expiration date or any earlier cancellation or termination date, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition.

L. **Named Insured** as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and **Retentions** and for receiving any return premiums.

M. Other Insurance

1. With respect to Coverage A., **Breach Costs**: this Policy shall be primary of any other insurance policy.
2. With respect to Coverages B., C., D., E. and F.: all **Loss** payable under this Policy shall be in excess of and shall not contribute with other existing insurance including, but not limited to, any insurance under which there is a duty to defend regardless of whether any **Loss** is collectible or recoverable under such other insurance, unless such other insurance is written specifically excess of this Policy. This Policy shall not be subject to the terms or conditions of any other insurance.

N. Policy Territory

This insurance applies to **Claims** made and acts, errors or omissions committed, or **Loss** occurring anywhere in the world except countries or states against which the United States has implemented trade or diplomatic sanctions.

O. Economic and Trade Sanctions or Violations of Law

Any **Loss, Claim**, covered event or other transaction or matter which is uninsurable under any: (1) act; (2) statute; (3) rule; (4) regulation; (5) ordinance; (6) common law; or (7) other law; of the United States of America concerning trade or economic sanctions or export control laws is not covered under this Policy.

P. Entire Agreement

The **Insureds** agree that this Policy, including the: (1) Application; (2) Declarations; and (3) any endorsements; constitutes the entire agreement between them and the **Insurer** or any of its agents relating to this insurance.

**Crum & Forster Specialty Insurance Company  
A Delaware Corporation  
Home Office: Wilmington, DE**

(A Capital Stock Company)

SIGNATURE



Marc J. Adee  
Chairman and CEO

SIGNATURE



Michael P. McTigue  
Secretary

## U.S. TREASURY DEPARTMENT'S ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

## SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President  
Name of Company or Firm: Crum & Forster Specialty Insurance Company  
Mailing Address: 305 Madison Avenue  
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.



**THIS NOTICE IS IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT  
SCHEDULE**

**Terrorism Premium (Certified Acts):** \$0

**This premium is the total Certified Acts premium attributable to the following Policy(ies):**

Cyber and Multimedia Liability Insurance Policy for Attorneys and Accountants  
Cyber and Multimedia Liability Insurance Policy

**A. Disclosure of Premium**

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

**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 80% beginning on January 1, 2020, 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 calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap on Insurer Participation in Payment of Terrorism Losses**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policyholder: CITY OF PEORIA	Endorsement Number: 1	
Policy Number: CYB-105996	Policy Period: 06/01/2023 to 06/01/2024	Effective Date of Endorsement: 06/01/2023
Insurer: Crum & Forster Specialty Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY FOR ATTORNEYS AND ACCOUNTANTS  
CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section XI., Other Conditions, is amended by addition of the following:

• **CERTIFIED ACTS OF TERRORISM**

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

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

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

All other terms, conditions and limitations of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured: CITY OF PEORIA		Endorsement Number: 2
Policy Number: CYB-105996	Policy Period: 06/01/2023 to 06/01/2024	Effective Date of Endorsement: 06/01/2023
Insurer: Crum & Forster Specialty Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**CHOICE OF LAW ENDORSEMENT – NEW JERSEY**

This endorsement modifies insurance provided under the following:

CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY FOR ATTORNEYS AND ACCOUNTANTS  
CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY

It is agreed that any dispute involving this Policy will be resolved by applying the law of the State of New Jersey.

All other terms, conditions and limitations of the Policy remain unchanged.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured: CITY OF PEORIA		Endorsement Number: 3
Policy Number: CYB-105996	Policy Period: 06/01/2023 to 06/01/2024	Effective Date of Endorsement: 06/01/2023
Insurer: Crum & Forster Specialty Insurance Company		

**BIOMETRIC INFORMATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY FOR ATTORNEYS AND ACCOUNTANTS  
CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, is amended by the addition of the following at the end thereof:
  - Solely with respect to Coverage B., Cyber Liability, the **Insurer** shall not be liable to defend, pay, indemnify or reimburse an **Insured** with respect to any **Claim** based upon, resulting from, arising out of, in consequence of, or in any way connected with or involving, directly or indirectly the collection or storage of **Biometric Information**.
2. Section III., Definitions, is amended by the addition of the following at the end thereof:
  - **Biometric Information** means data or information related to:
    1. body measurements;
    2. calculations related to human characteristics; or,
    3. any other information defined as biometric information under a Federal or state law or statute cited as part of a **Claim**.

**Biometric Information** includes, but is not limited to, data or information related to: fingerprints, iris (eye) scans, voice recognition, facial or other physiological recognition or an individual's deoxyribonucleic acid (DNA).

All other terms, conditions and limitations of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured: CITY OF PEORIA		Endorsement Number: 4
Policy Number: CYB-105996	Policy Period: 06/01/2023 to 06/01/2024	Effective Date of Endorsement: 06/01/2023
Insurer: Crum & Forster Specialty Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**BREACH COSTS AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CYBER AND MULTIMEDIA LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section VI., Limits of Liability, paragraph B. is deleted in its entirety and replaced with the following:
  - B. The Breach Response Limit of Liability shown in Item 4. of the Declarations is the most the **Insurer** will pay for all **Breach Costs** under this Policy. Once the Breach Response Limit of Liability has been exhausted, the **Insurer** shall have no further obligation to pay **Breach Costs** which may otherwise be covered by this Policy, regardless of the number of covered incidents or events. The Breach Response Limit of Liability shall be part of, and not in addition to, the Aggregate Limit of Liability.
2. Section VII., Retention, is deleted in its entirety and replaced with the following:

VII. RETENTION

The **Retention**, as shown in Item 5. of the Declarations, applies separately to each act, incident or event giving rise to **Breach Costs, Claims Expenses, Damages**, direct financial loss, **Cyber Extortion Loss** or **First Party Loss** under Coverages A., B., C., D., E. and F.; provided, however, that multiple incidents or events arising from the same or a series of related or repeated acts or from any continuing acts, shall be considered a single incident or event for the purposes of this Policy and only one **Retention** shall apply to all resulting **Loss**.

The **Insurer** shall only be obligated to pay any **Loss** under this Policy in excess of the **Retention**; provided that if services are recommended by the Crum & Forster Cyber Response Team shown in Item 10. of the Declarations, and the **Insured Entity** agrees to utilize only those vendors nominated by the Crum & Forster Cyber Response Team, then the **Retention** shall not apply to **Breach Costs** for an attorney to provide necessary legal advice to the **Insured Entity** to evaluate the **Insured Entity's** legal obligations in connection with an actual or reasonable suspected **Cyber Event**.

The Retention shall be borne by the **Named Insured**. In the event that this Policy provides coverage for **Loss** in excess of the limits available under other insurance, then the **Insurer** shall recognize payment by the **Insured Entity** of any retention or deductible applicable to such other insurance against the **Retention**.

All other terms, conditions and limitations of the Policy remain unchanged.