

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

<b>SCHEDULE</b>	
<b>DISCLOSURE OF PREMIUM</b>	
Total Terrorism Premium	\$43
Fire Following Premium	\$12
Other than Fire Following Premium	\$31

### Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

### **Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States: (CA, GA, IL, IO, ME, MO, NY, NC, OR, WA, WV, WI)**

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage in this form, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the **SCHEDULE** above.

### Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020. However, if aggregate insured losses attributable to terrorist acts certified under the 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.

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

If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion dollars in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion dollars. 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.

**REJECTION OF TERRORISM INSURANCE COVERAGE\***

\_\_\_\_\_ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism, and that an exclusion for such losses will be added to my policy.

_____ Applicant/Policyholder Signature	Allmerica Financial Benefit Insurance Co _____ Insurance Company
_____ Print Name	Z2Y J992585 01 _____ Quote or Policy Number
_____ Date	

\*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.



## HANOVER SMALL COMMERCIAL POLICY DECLARATIONS DECLARATIONS – ENDORSEMENT

Policy Change # 001 Effective 03/18/2026

This supersedes any previous declarations bearing the same policy number for this policy period.

<b>Policy Number:</b>	<b>Policy Period:</b>	<b>Coverage is provided by:</b>	<b>Agency Code:</b>
Z2Y J992585 01	From: 03/18/2026 To: 03/18/2027 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	4109873
<b>Named Insured and Mailing Address:</b> TOP MASTERS LLC D/B/A AMEXPOL 721 PENNSYLVANIA AVE LINDEN, NJ 07036-2631		<b>Agent:</b> PRIME INSURANCE AGENCY INC 960 E COUNTRY LINE RD LAKEWOOD NJ 08701 (844)761-0121	

**This Declarations -- Endorsement shows changes made to the policy effective 03/18/2026 .**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

## HANOVER SMALL COMMERCIAL POLICY COMMON POLICY DECLARATIONS

Allmerica Financial Benefit Insurance Company  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653

Policy Change # 1      Effective 3/18/2026

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z2Y J992585 01	From: 03/18/2026 To: 03/18/2027 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	4109873

<b>Named Insured and Mailing Address:</b> TOP MASTERS LLC D/B/A AMEXPOL 721 PENNSYLVANIA AVE LINDEN, NJ 07036-2631	<b>Agent:</b> PRIME INSURANCE AGENCY INC 960 E COUNTRY LINE RD LAKEWOOD, NJ 08701 (844) 761-0121
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<b>Insured Business Description:</b> Tile, Marble, Terrazzo & Mosaic Contactors
<b>Business Type:</b> Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN.

### DESCRIBED PREMISES

Loc. No.	Bldg. No.	Address
001	001	721 Pennsylvania Ave, Linden, NJ 07036-2631

### PROPERTY COVERAGE

Loc. No.	Bldg. No.	Building Limit	Building Deductible	Building Valuation	Business Personal Property (BPP) Limit	BPP Deductible	BPP Valuation
001	001	Not Covered	N/A	N/A	\$ 127,200	\$ 1,000	Replacement Cost
Business Income Limit of Insurance: 12 Months Actual Loss Sustained					Business Income Waiting Period: 48 Hours		
Equipment Breakdown Deductible: \$1,000							

**LIABILITY COVERAGE**

EXCEPT FOR DAMAGE TO PREMISES RENTED TO YOU, EACH PAID CLAIM FOR THE FOLLOWING COVERAGES REDUCES THE AMOUNT OF INSURANCE WE PROVIDE DURING THE ANNUAL PERIOD.

Coverage	Limit
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000
Bodily Injury and Property Damage Liability – Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury – Each Incident Limit	\$ 1,000,000
Medical Payments – Each Person Limit	\$ 5,000
Damage to Premises Rented to You – Any One Premises Limit, All Perils	\$ 1,000,000

PLEASE REFER TO THE LIMITS OF INSURANCE SECTION OF YOUR COVERAGE FORM AND ANY ENDORSEMENTS.

**LIABILITY CLASSIFICATION SCHEDULE**

Loc. #	Liability Class Code	Classification Description	Liability Exposure	Premium Basis
001	75625	Tile, Marble, Terrazzo & Mosaic Contactors	\$ 34,632	Payroll

**FORMS, ENDORSEMENTS AND NOTICES**

Applicable to Multiple Coverage Parts		
Form No.	Edition Date	Title
171-0741	08/19	Availability Of Loss Control Services - NTP
825-0008	08/19	Disclosure Pursuant To Terrorism Risk Insurance Act
825-0018	08/19	Cap On Losses From Certified Acts Of Terrorism
825-0019	08/19	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
825-3029	08/19	Trade Or Economic Sanctions Endorsement
850-3039	08/19	New Jersey Changes - Cyber Liability And Data Breach
IL 00 17	11/98	Common Policy Conditions
IL 01 11	11/03	New Jersey Changes
IL 02 08	09/07	New Jersey Changes - Cancellation And Nonrenewal
IL 09 52	01/15	Cap On Losses From Certified Acts Of Terrorism
SIG-1100	11/17	Signature Page

Applicable to Property Coverage Parts		
Form No.	Edition Date	Title
821-0002	08/19	Small Commercial Bronze Property Broadening Endorsement
821-0017	08/19	Contractors Property Broadening Endorsement
821-0028	08/19	Claim Information Notice To Policyholder
821-0107	09/21	Notice To Policyholder New Jersey Business Income
821-0115	04/25	Property Inspection For Valuation And Underwriting Notice To Policyholder
821-3009	08/19	New Jersey Earthquake Insurance Availability Notice
850-3072	08/19	Data Breach Property Coverage Form
850-3073	08/19	Data Breach Services For Employees And Family Members

Date Issued: 03/11/2026

Customer Service Center

Payment Type: Direct Bill

Group:

**825-3000 08 19**

Form No.	Edition Date	Title
850-3074	08/19	Data Breach Services - Designated Service Provider
CP 00 10	10/12	Building And Personal Property Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 40	07/06	Exclusion Of Loss Due To Virus Or Bacteria
CP 04 31	04/02	Changes - Fungus, Wet Rot, Dry Rot And Bacteria
CP 10 30	09/17	Causes Of Loss Special Form

Applicable to Liability Coverage Parts		
Form No.	Edition Date	Title
822-0001	08/25	Small Commercial Liability Companion Endorsement
822-3024	08/19	Exclusion - Asbestos
822-3066	08/19	Exclusion - Exterior Insulation And Finish System Or Direct-Applied Exterior Finish System
CG 00 01	04/13	Commercial General Liability Coverage Form
CG 21 47	12/07	Employment-Related Practices Exclusion
CG 21 55	09/99	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 67	12/04	Fungi Or Bacteria Exclusion
CG 21 96	03/05	Silica Or Silica-Related Dust Exclusion
CG 26 20	10/93	New Jersey Changes - Loss Information
IL 01 41	09/08	New Jersey Changes - Civil Union

**NOTICE OF A CLAIM**

**Report any claim or "suit" to:**

The Hanover Insurance Company  
P.O. Box 15145  
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250  
Facsimile: 800-399-4734  
Email: firstreport@hanover.com

**PREMIUM**

All Property Coverages Premium	\$	1,206.00
All Liability Coverages Premium	\$	2,347.00
Commercial Umbrella Liability Coverage Premium		N/A
Total Coverage Premium	\$	3,553.00
Total Surcharge Premium	\$	7.10
Premium Subtotal	\$	3,560.10
Additional Premium to Meet Policy Minimum Premium		N/A
Total Policy Premium*	\$	3,560.10
Additional/Return Premium for Endorsement	\$	(1,924.85)

\*Includes premium, if any, for terrorism; refer to disclosure notice.

**AUDIT PERIOD**

<input type="checkbox"/> Not auditable	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Other
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Date Issued: 03/11/2026

Customer Service Center

Payment Type: Direct Bill

Group:

**825-3000 08 19**

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THESE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS,  
COVERAGE PART DECLARATIONS, COVERAGE FORMS AND ANY ENDORSEMENTS ISSUED TO FORM  
A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued: 03/11/2026  
Group:  
**825-3000 08 19**

Customer Service Center

Payment Type: Direct Bill

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Insured Copy

**HANOVER SMALL COMMERCIAL POLICY DECLARATIONS  
TAXES, SURCHARGES AND FEES**

<b>POLICY NUMBER:</b>	<b>POLICY PERIOD:</b>	<b>COVERAGE IS PROVIDED BY:</b>	<b>AGENCY CODE:</b>
<b>Z2Y J992585 01</b>	From: 03/18/2026 To: 03/18/2027 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	<b>4109873</b>

**NAMED INSURED AND MAILING ADDRESS:**

TOP MASTERS LLC D/B/A AMEXPOL  
721 PENNSYLVANIA AVE  
LINDEN, NJ 07036-2631

**AGENT:**

PRIME INSURANCE AGENCY INC  
960 E COUNTRY LINE RD  
LAKEWOOD, NJ 08701  
(844) 761-0121

**TAXES, SURCHARGES AND FEES**

<b>State</b>	<b>Description</b>	<b>Amount</b>
NJ	PLIGA Assessment	-\$3.85
<b>Total Taxes, Surcharges and Fees</b>		<b>\$ -3.85</b>

## EXECUTIVE LINES DECLARATIONS

Policy Change # 1      Effective 03/18/2026

### CLAIMS-MADE NOTICE

**THIS POLICY MAY PROVIDE COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS POLICY MAY APPLY ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.**

### "CLAIM EXPENSE" WITHIN LIMITS NOTICE

**THIS POLICY MAY PROVIDE FOR "CLAIM EXPENSE" PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. "CLAIM EXPENSE" WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE, AND WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR "CLAIM EXPENSE", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.**

<b>Policy Number:</b>	<b>Policy Period:</b>	<b>Coverage is provided by:</b>	<b>Agency Code:</b>
Z2Y J992585 01	From: 03/18/2026 To: 03/18/2027 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	4109873
<b>Item #1:</b> <b>Named Insured and Mailing Address:</b> TOP MASTERS LLC D/B/A AMEXPOL 721 PENNSYLVANIA AVE LINDEN, NJ 07036-2631		<b>Agent:</b> PRIME INSURANCE AGENCY INC 960 E COUNTRY LINE RD LAKEWOOD, NJ 08701 (844) 761-0121	

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. YOUR POLICY CONSISTS OF THE COVERAGE PART(S) FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN.

Item #2: Coverage	Item #3: Each "Claim" Limit/Aggregate Limit	Item #4: Each "Claim" Deductible	Item #5: Retroactive Date
<b>ERRORS AND OMISSIONS LIABILITY</b> Description of Professional Service:			
<b>DIRECTORS AND OFFICERS LIABILITY</b>			
<b>EMPLOYMENT PRACTICES LIABILITY (CLAIM EXPENSE WITHIN LIMITS)</b>	\$                    25,000/\$25,000	\$                    5,000	03/18/2025

<b>Item #6: Executive Lines Policy Premium:</b>	
Annual Premium:	
Total Errors and Omissions Liability Premium:	\$ 0
Total Directors and Officers Liability Premium:	\$ 0
Total Employment Practices Liability Premium:	\$ 23
Total Executive Lines Advance Premium:	\$ 23

<b>Item #7: This policy is comprised of the following forms, endorsements and notices:</b>		
<b>Form Number</b>	<b>Edition Date</b>	<b>Title</b>
820-0002	08/19	Executive Lines Common Policy Conditions
820-0130	08/19	New Jersey Changes - Executive Lines
820-1017	08/19	Important Notice To Policyholders Claims Made Coverage
820-3000	08/19	Employment Practices Liability (Claim Expense Within Limits)
820-3011	08/25	Exclusion - Violation Of Law Addressing Data Privacy - Employment Practices Liability

**NOTICE OF A CLAIM**

Report any "claim" or "suit" to:	
The Hanover Insurance Company P.O. Box 15145 Worcester, MA 01615	National Claims Telephone Number: 800-628-0250 Facsimile: 800-399-4734 Email: firstreport@hanover.com

## DATA BREACH PROPERTY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this coverage form, the words "we", "us" and "our" refer to the Company providing this insurance. The words "you" and "your" refer to the Named Insured shown in the Declarations. Terms in quotation marks have special meaning and are explained in section **F. DEFINITIONS**.

### SCHEDULE

Data Breach Annual Aggregate Limit of Insurance	\$ 10,000
Data Breach Expense Limit of Insurance	\$ 10,000
Data Breach Additional Expense Limit of Insurance	\$ 10,000
Data Breach Deductible	\$ 1,000
Data Breach Business Interruption Waiting Period	48 Hours

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)*

#### A. COVERAGES

We will provide Data Breach Services and coverage for Data Breach Expense and Data Breach Additional Expense in the event of a "data breach" that is discovered during the "Policy Period" and is reported to us within 30 days of your discovery of the "data breach".

##### 1. Data Breach Services

The Limits of Insurance shown in the above **SCHEDULE** do not apply to Data Breach Services. Data Breach Services will be provided by our Designated Service Provider, as described in **E. CONDITIONS**, paragraphs **14.** and **15.**, for a period of one year from the date the Data Breach Services are initiated. Data Breach Services are only available if the jurisdiction or country where the "potentially identified person" resides maintains "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

The following Data Breach Services are available to you:

##### (1) Consulting Services

We will connect you with our Designated Service Provider to assist you with the following:

- (a) Notification requirements pursuant to "breach notice laws";
- (b) Drafting notification letters; and
- (c) Media interface and press release drafting.

##### (2) Help Line

Our Designated Service Provider will provide you with a toll-free telephone line for "potentially-identified persons" with questions about the "data breach".

##### (3) Fraud Alert

Our Designated Service Provider will assist a "potentially identified person" by placing a Fraud Alert on his or her credit files with the main credit bureaus warning potential credit grantors to check with the "potentially identified person" before extending credit in his or her name or on his or her behalf.

##### (4) Identity Restoration Case Management

Our Designated Service Provider will assist an "identified person" by helping to correct his or her credit and other records and to restore control over his or her personal identity.

##### 2. Data Breach Expense

We will pay your reasonable and necessary expenses incurred for the following Covered Expenses up to the Limits of Insurance, as described in section **C. LIMITS OF INSURANCE**:

##### (1) Notification to Potentially Identified Persons

Expenses to provide notification of the "data breach" to "potentially-identified persons":

- (a) As required by applicable "breach notice law"; or
- (b) If reasonably necessary to maintain your business.

Covered Expenses include the printing, postage and handling of notification letters or other means of disclosing the breach to “potentially-identified persons”.

## (2) Forensic Analysis

Expenses to assess:

- (a) The severity of the “data breach”; and
- (b) The nature and extent of the “data breach”;

Forensic Analysis expenses do not include the cost of restoration.

## (3) Proactive Monitoring Services Expense Coverage

Expenses for “proactive monitoring services” provided to “potentially-identified persons” in jurisdictions or countries with operative credit monitoring services as provided through our Designated Service Provider.

We will only pay for expenses that you incur through our Designated Service Provider.

Services provided for Covered Expenses provided in **A. COVERAGES, 1. Data Breach Services**, paragraphs (1), (2) and (3) must be approved by us as described in **E. CONDITIONS, 14. Service Providers**.

## (4) Data Restoration Expenses

“Data restoration expenses” directly resulting from a “data breach” which is first discovered during the “Policy Period” and which results in the damage, deletion or destruction of “data” owned by you or for which you are legally liable.

## (5) Data Breach Business Interruption and Extra Expense

Actual loss of “business income” and additional “extra expense” incurred by you during the “period of restoration” directly resulting from a “data breach” which is first discovered during the “Policy Period” and which results in an actual impairment or denial of service of “business operations” during the “Policy Period”.

## 3. Data Breach Additional Expense

We will pay your reasonable and necessary expenses incurred for the following Data Breach Additional Expenses. Data Breach Additional Expenses are subject to the Limits of Insurance described in section **C. LIMITS OF INSURANCE**.

### (1) Legal Services

Data Breach Additional Expenses incurred within the first six months following the

discovery and reporting of a “data breach”, as described in **A. COVERAGE, 3. Data Breach Additional Expense**, for approved outside professional legal counsel review and recommendations as to how to respond to a “data breach”, including final legal review of the proposed breach notification letters. However, we will not pay for expenses for legal counsel to review any third party liability litigation or notification of potential litigation.

### (2) Public Relations

Expenses incurred within the first six months following the discovery and reporting of a “data breach”, as described in **A. COVERAGE, 3. Data Breach Additional Expense**, for an approved outside public relations firm or crisis management firm that will make recommendations for restoring the confidence of your customers and investors in the security of your company and its systems.

### (3) Third Party Data Breach

Expenses for notification to “potentially-identified persons” with whom you have a direct relationship when a “data breach” is sustained by a third party to whom you have sent “private personal data” to be under that third party’s care, custody and control. This includes a “data breach” that occurs while transmitting or transporting data to that third party. Covered expenses for this Data Breach Additional Expense are limited to the printing, postage and handling of notification letters to “potentially-identified persons”.

Service providers described in **A. COVERAGE, 3. Data Breach Additional Expense**, paragraphs (1), (2) and (3) must be approved in accordance with **E. CONDITIONS, 14. Service Providers**.

### (4) Data Breach Ransom Coverage

Monies extorted from and paid by you because of a threat or connected series of threats to commit an intentional attack on your computer systems that, if so committed, would result in a “data breach”. Data Breach Ransom Coverage is subject to the following conditions:

- (a) You must receive approval from us prior to the payment of any monies;
- (b) Any monies paid must only be to terminate or end the threat;

- (c) The threat must be one which, if carried out, would have led to a “data breach” that would have been covered under this Coverage Form had the monies not been paid;
- (d) The threat must have been made during the “Policy Period”;
- (e) The applicable Federal, State or Local law enforcement authority was notified of the threat prior to any payment you make for which you are seeking reimbursement under Data Breach Additional Expense;
- (f) The threat must not have been committed by any of your employees or former employees, vendors or independent contractors hired by you;
- (g) You must make every reasonable effort not to divulge the existence of Data Breach Ransom Coverage; and
- (h) You agree to keep confidential any amounts paid under this Data Breach Ransom Coverage except for any disclosure we approve in advance of that disclosure.

**(5) Data Breach Reward Coverage**

Monies you pay for information leading to the arrest and conviction of any individuals who committed an illegal acts related to a “data breach” covered under this Coverage Form.

However, we will not pay for information that was provided by the following:

- (a) You;
- (b) Your internal or external auditors;
- (c) Any vendor or independent contractor hired by you;
- (d) Any individual or firm hired by you to investigate the illegal act described above; or
- (e) Any individuals with supervisory or management responsibility of any of the individuals described above.

**(6) Data Breach Investigations**

“Defense expenses” directly resulting from a “regulatory investigation” regarding a “data breach” first discovered by you during the “Policy Period”.

**(7) Data Breach Theft**

Loss resulting directly from your transfer, payment, or delivery of funds or goods due to the fraudulent input of “data” directly into your “system” or through a “network” into

your “system”. Loss must first be discovered by you during the “Policy Period”.

**B. EXCLUSIONS**

1. The following exclusions apply to the coverages for **Data Breach Services, Data Breach Expense** and **Data Breach Additional Expense**:

**a. Costs to Research or Correct Deficiencies**

Any costs to research any deficiency, except as specifically provided under **A. COVERAGES, 2. Data Breach Expense, (2) Forensic Analysis**, or any costs to correct any deficiency.

This includes, but is not limited to, any deficiency in your “systems”, procedures or physical security that may have contributed to a “data breach”.

**b. Criminal Investigation or Proceedings**

Any costs arising out of criminal investigations or proceedings.

**c. Fines, Penalties or Assessments**

Any “fines, penalties, fees or assessments”. This includes but is not limited to fees or surcharges from financial institutions.

**d. Defense or Legal Liability**

Any fees, costs, settlements, judgments, or liability of any kind arising in the course of, or as a result of, a claim for damages, lawsuit, administrative proceedings, or governmental investigation against or involving you, except as provided under **A. COVERAGES, 3. Data Breach Additional Expense, (6) Data Breach Investigations**.

**e. Other Economic Costs**

Any other costs or expenses not expressly provided for under the coverages for Data Breach Services, Data Breach Expense and Data Breach Additional Expense. Costs or expenses that are not covered include, but are not limited to, expense to reissue credit or debit cards.

**f. Consequential Loss**

Any costs, or any other loss, caused by or resulting from delay, loss of use, loss of existing or prospective markets or any other consequential loss. This exclusion does not apply to **A. COVERAGES, 2. Data Breach Expense, (5) Data Breach Business Interruption and Extra Expense**.

**g. Contractually Assumed Liability**

Legal obligations arising by reason of assumption of liability in a contract or agreement.

**h. Victim Expenses or Losses**

Costs or losses incurred by a victim of "data breach" or fraud activity except as provided for under the coverages for Data Breach Services, Data Breach Expense and Data Breach Additional Expenses.

**i. Alternative Travel Arrangements or Fees**

Payment of alternative travel arrangements or additional fees.

**j. Psychological Counseling**

Psychological counseling for victims of a "data breach" or fraud activity.

**k. Legal Advice or Services**

Legal advice or other legal services, except as provided under section **A. COVERAGES, 3. Data Breach Additional Expense, (1) Legal Services.**

**l. Information Recapture**

Any costs or losses for the recapture of lost, stolen or destroyed information except as described in **A. COVERAGES, 2. Data Breach Expense, (4) Data Restoration Expenses.**

**m. Dishonesty**

Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of law by you, any of your partners, directors or trustees:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

**n. Governmental Action**

Seizure or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

**o. Intentional or Willful Complicity**

Your intentional or willful complicity in a "data breach".

**p. Prior Discovery**

Any "data breach" discovered prior to the inception of this Data Breach Coverage Form.

**q. Threats, Extortion or Blackmail**

Any threat, extortion or blackmail including, but not limited to, ransom payments and private security assistance except as provided under **A. COVERAGES, 3. Data Breach Additional Expense, (4) Data Breach Ransom Coverage.**

**r. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

**s. War and Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. The following exclusions only apply to Data Restoration Expenses, Data Breach Business Interruption and Extra Expense, Data Breach Investigations, and Data Breach Theft:**

**a. Investigations**

Costs, fees or expenses incurred or paid by you in establishing the existence of, or amount of loss, damage or expense.

**b. Non-monetary Relief**

Costs of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief.

**c. Potential Income**

Potential income including interest and dividends not realized by you; however, this exclusion shall not apply to loss of "business income" as provided under **A. COVERAGES, 2. Data Breach Expense, (5) Data Breach Business Interruption and Extra Expense.**

**d. Return of Payments**

Return of fees, charges, commissions or other compensation paid to you.

**e. System Changes**

Costs or “expenses” incurred to replace, upgrade, update, improve, or maintain a “system”.

**f. Uniform Commercial Code**

Loss, damage, costs or “expenses” you agree to incur or incur on behalf of another natural person or entity when you are not obligated to incur such loss, costs or “expenses” under the Uniform Commercial Code or any other law, statute, rule or code anywhere in the world, including the rules or codes of any clearing or similar entity. This exclusion does not apply to section **A. COVERAGES, 2. Data Breach Expenses, (5) Data Breach Business Interruption and Extra Expense.**

**C. LIMITS OF INSURANCE**

1. The most we will pay for all coverages under **Data Breach Expense** and **Data Breach Additional Expense** combined is the Data Breach Annual Aggregate Limit of Insurance shown in the above **SCHEDULE**. The Data Breach Annual Aggregate Limit of Insurance is the most we will pay for the total of the covered losses and expenses for all “data breach” events discovered by you during the current “Policy Period” regardless of the number of “data breach” events.
2. The Data Breach Expense Limit of Insurance shown in the above **SCHEDULE** is the most we will pay under **Data Breach Expense** for the total of all covered losses and expenses arising out of all “data breach” events during the “Policy Period” regardless of the number of “data breach” events. The Data Breach Expense Limit of Insurance is part of, and not in addition to, the Data Breach Annual Aggregate Limit of Insurance.
3. The Data Breach Additional Expense Limit of Insurance shown in the above **SCHEDULE** is the most we will pay under **Data Breach Additional Expense** for the total of all covered losses and expenses for all “data breach” events during the “Policy Period” regardless of the number of “data breach” events. The Data Breach Additional Expense Limit of Insurance is part of, and not in addition to, the Data Breach Annual Aggregate Limit of Insurance.
4. Regardless of the number of years this Data Breach Coverage Form remains in force or the number of premiums paid, no limits of insurance cumulate from this “Policy Period” to a subsequent “Policy Period”.
5. **Discovery Policy Period Limits Apply**  
A “data breach” may be first discovered by you in one “Policy Period”, but result in loss or

expenses in one or more subsequent “Policy Periods”. If so, all covered loss or expenses for the “data breach” will be limited to the Data Breach Annual Aggregate Limit of Insurance, Data Breach Expense Limit of Insurance and the Data Breach Additional Expense Limit of Insurance that are applicable to the “Policy Period” when the “data breach” was first discovered by you.

**6. Time Limits**

- a. You must report a “data breach” to us on or within 30 days of your discovery of the “data breach”.
- b. You have up to one year from the date you report a “data breach” loss to initiate the services afforded to you.
- c. A “potentially identified person” has up to one year from the date he or she receives notification of a “data breach” to initiate the services afforded to him or her.
- d. Once initiated, the services afforded to a “potentially identified person” will continue for one year.
- e. Data Breach Services will be provided by our Designated Service Provider for a period one year from the date the Data Breach Services are initiated.

**D. DEDUCTIBLE**

Data Breach Expense and Data Breach Additional Expense provided under this Coverage Form are subject to the Data Breach Deductible shown in the above **SCHEDULE**. The Data Breach Deductible applies to covered loss and expense arising out of each “data breach”. Our obligation to make payments under Data Breach Expense and Data Breach Additional Expense applies only to that part of covered loss and expense arising out of a single “data breach” event which is in excess of the Data Breach Deductible.

The Data Breach Deductible does not apply to **A. COVERAGES, 2. Data Breach Expense, (6) Data Breach Business Interruption and Extra Expense**. “Business income” losses are subject to the Data Breach Business Interruption Waiting Period shown in the above **SCHEDULE**. No Deductible applies to “extra expense”.

**E. CONDITIONS**

**1. Duties in the Event of a Data Breach**

You must see that the following are done in the event of a “data breach”:

- a. Notify the police if a law may have been broken.

- b. Notify us of the “data breach” within 30 days of the date you first discover the “data breach”.
- c. As soon as reasonably possible, give us or our Designated Service Provider a description of how, when and where the “data breach” occurred, including all of the following information as it becomes known to you:
  - (1) The method of “data breach”;
  - (2) The approximate date and time of the “data breach”;
  - (3) The approximate number of “potentially-identified persons” compromised as a result of the “data breach”;
  - (4) A detailed description of the type and nature of the information that was compromised;
  - (5) Whether or not the information was encrypted, and, if so, the level of encryption;
  - (6) Whether or not law enforcement has been notified;
  - (7) If available, the states in which the “potentially-identified persons” are domiciled;
  - (8) If available, who received the “private personal data” as a result of the “data breach”; and
  - (9) Any other access, information or documentation we reasonably require to investigate or adjust your claim.
- d. Take all reasonable steps to protect “private personal data” remaining in your care, custody and control.
- e. Preserve all evidence of the “data breach”.
- f. Permit us to inspect the property and records proving the “data breach”.
- g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- h. Send us a signed, sworn statement containing the information we request to investigate the claim. You must do this within 30 days after our request. We will supply you with the necessary forms.
- i. Cooperate with us in the investigation or settlement of the claim.

## 2. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you as it relates to this Data Breach Coverage Form. It is also void if you intentionally conceal or misrepresent a material fact concerning this Coverage Form or a claim under this Coverage Form.

## 3. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## 4. Two or More Coverage Parts, Forms, Endorsements or Policies Issued By Us

It is our stated intent that the various coverage parts, forms, endorsements or policies issued to you by us or any company affiliated with us do not provide any duplication or overlap of coverage for the same loss, damage, expense or “data breach”. If this coverage form and any other coverage part, form, endorsement or policy issued to you by us or any company affiliated with us apply to the same loss, damage, expense, or “data breach”; the maximum Limit of Insurance under all such coverage parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, form, endorsement or policy.

If two or more of the coverages provided under this Coverage Form apply to the same loss, damage, expense or “data breach”; we will not pay more than the actual amount of the loss, damage or expense.

## 5. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date of the “data breach” is first discovered by you.

## 6. Liberalization

If we adopt any revision that would broaden the coverage under this Data Breach Coverage Form without additional premium within 45 days prior to or during the “policy period”, the broadened coverage will immediately apply to this coverage form.

## 7. No Benefit to Bailee

No person or organization other than you will benefit from this insurance.

## 8. Other Insurance

- a. If you have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Data Breach Coverage Form, we will pay only our share of the covered loss, damage or expense. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "data breach", other than that described in **a.** above, we will pay only for the amount for Data Breach Services, Data Breach Expense Coverages, and Additional Expense Coverages in excess of the amount due from that other insurance. We will not pay more than the applicable Limit of Insurance shown in the above **SCHEDULE**.

## 9. Policy Period, Coverage Territory

Under this Coverage Form:

1. We cover loss or damage commencing:
  - a. During the "Policy Period"; and
  - b. Within the Coverage Territory.
2. The Coverage Territory is anywhere in the world, provided that no trade or economic sanction, embargo, insurance or other laws or regulations prohibit us from covering the loss. The "data breach" must involve "private personal data" that is in your care, custody and control or in the care, custody and control of a Third Party as described in section **A. COVERAGES, 3. Data Breach Additional Expense, (3) Third Party Data Breach**.

Data Breach Services are only available in jurisdictions or countries that maintain "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

## 10. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss.
- b. After a loss only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
- c. Your tenant.

This will not restrict your insurance.

## 11. Due Diligence

You agree to use due diligence to prevent and mitigate loss covered under this Coverage Form. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for providing and maintaining the following:

- a. Physical security for your premises, computer systems and hard copy files;
- b. "Computer" and Internet security;
- c. Periodic backups of computer data;
- d. Protection, including but not limited to, encryption of data, for transactions such as processing credit card, debit card and check payments; and
- e. Disposal of files containing "personal private data", including but not limited to shredding hard copy files and destroying physical media used to store "data".

## 12. No Legal Advice Provided

We do not provide legal counsel to you. None of the services we provide under this Coverage Form constitute legal advice to you by us. Our determination of what is or is not covered under this Coverage Form does not represent legal advice or counsel from us about what you should or should not do.

## 13. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "potentially-identified persons". We assume no responsibility under this Coverage Form for any services promised to "potentially-identified persons" without our prior agreement. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "potentially-identified persons" to be notified, including contact information.
- b. Information about the "data breach" that may appropriately be communicated with "potentially-identified persons".

## 14. Service Providers

- a. We will only provide **Data Breach Services** through our Designated Service Provider. Any such services that are provided by any other individual or entity will not be covered by this Coverage Form.
- b. We will only pay **Data Breach Expense** and **Data Breach Additional Expense** (except for **Data Breach Ransom Coverage** and **Data Breach Reward Coverage**) that are provided by service providers approved by us prior to the start of any of these services. If we suggest a service provider but you prefer to use an alternative service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us; and
  - (2) Our payment for services provided by any alternative service provider will not exceed the amount that we would have paid using the service provider we had suggested.
- c. You will have a direct relationship with any service provider, including our Designated Service Provider, paid for in whole or in part under this Coverage Form. All service providers work for you.

#### 15. Data Breach Services

The following conditions apply with respect to any data breach services provided to you or to any "potentially identified person" or "identified person" by our designees or any service firm paid for under this Data Breach Coverage Form:

- a. The effectiveness of data breach services depends on your cooperation and assistance.
- b. All data breach services may not be available or applicable to all "potentially identified persons" or "identified persons". For example, "potentially identified persons" who are minors or foreign nationals may not have credit records that can be provided or monitored.
- c. We do not warrant or guarantee that the data breach services paid for in whole or in part by this Coverage Form will end or eliminate all problems associated with a covered "data breach".
- d. We are not liable for any act or omission by any Designated Service Provider who is not our employee nor the employee of a third party provider of the data breach services described in this Coverage Form. We cannot be held responsible for failure to

provide or for the delay in providing services when such failure or delay is caused by conditions beyond our control

- e. Data Breach Services are only available in jurisdictions or countries that maintain "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

#### 16. Cooperation

You agree to cooperate with and provide full disclosure of the circumstances surrounding a "data breach" to applicable federal or state regulators, law enforcement personnel, to us, and to our Designated Service Provider.

If you fail to cooperate, we will not be obliged under this contract for any services and expenses that cannot be provided due to your failure to cooperate.

#### 17. Appraisal

If we and you disagree on the amount of net income, operating expense or loss, either party may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of the net income, operating expense and loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### F. DEFINITIONS

1. "Account takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit in the name of an "identified person".
2. "Breach notice law" means any federal, state, local or foreign privacy legislation, regulation and their functional equivalent that requires an entity to provide notice to affected natural persons or data protection authorities regarding any actual or potential unauthorized access to "private personal data".
3. "Business income" means your:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if there had been no

impairment or denial of “business operations” due to a covered “data breach” and

- b.** Continuing normal operating expenses incurred, including payroll.

“Business income” does not include interest or investment income.

- 4.** “Business operations” means your usual and regular business activities.
- 5.** “Computer” means a device or group of hardware devices on which software, applications, script, code and “computer” programs containing “data” can be operated and viewed.
- 6.** “Cyber attack” means the transmission of fraudulent or unauthorized “data” that is intended to and successfully modifies, alters, damages, destroys, deletes, records, transmits, or consumes information within a “system” without authorization, including “data” that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a “system”.
- 7.** “Data” means a representation of information, knowledge, facts, concepts or instructions, which are being processed or have been processed in a “computer”.
- 8.** “Data breach” means:
  - a.** The actual or reasonably suspected theft or accidental loss, release, disclosure or publication of “private personal data” entrusted to you with respect to one or more “potentially-identified persons” arising out of:
    - (1)** The theft or loss of hardware, “media”, “system output”, “data” or other documents owned or controlled by you, or on your behalf, on which “private personal data” is stored or recorded;
    - (2)** The failure or violation of the security of your “system” that results in actual or reasonably suspected access to “private personal data”, including:
      - (a)** A “Cyber attack”; or
      - (b)** Unauthorized acts or omissions by a “rogue employee” which disrupt, damage or harm your “system” or the “system” of a third party for whom you provide “services” for a fee; or
    - (3)** The disposal or abandonment of “private personal data” without appropriate safeguards such as

shredding or destruction, subject to the following provisions:

- (a)** Your failure to use appropriate safeguards must be accidental and not intentional, reckless or deliberate and not in violation of your Due Diligence obligations under this policy;

- (b)** Such disposal or abandonment must take place during the time period for which this Data Breach Coverage Form is effective.

- b.** The failure to provide notification of an event described in **a. (1)** through **a. (3)** above as required by any “breach notice law” that applies to you.

All related incidents of “data breach” that are discovered at the same time or arise from the same cause or from a series of similar causes are considered a single incident of “data breach”.

- 9.** “Data restoration expenses” means the reasonable cost of the blank “media” and the reasonable cost of labor for the actual transcription or copying of “data” or “media” in order to reproduce such “data” or replace such “media” from “data” or media of comparable kind or quality.
- 10.** “Defense expenses” means the reasonable and necessary legal fees and expenses including attorney fees and expert fees incurred by us or by you (other than regular or overtime wages, salaries, fees or benefits of you or your employees) in the investigation, defense, settlement and appeal of a claim, including but not limited to cost of consultants and witnesses, premiums for appeal, injunction, attachment or supersedes bonds regarding such claim.
- 11.** “Electronic data” means information, facts or computer programs stored as or on, created or used on, or transmitted to or from software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions, which direct the operations, and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- 12.** “Expense” means “business income”, “extra expense”, “Data Restoration Expenses”, and loss payable under the Data Breach Theft coverage incurred by you.

- 13.** “Extra expense” means the reasonable and necessary expenses you incur during the “period of restoration” in an attempt to continue “business operations” that have been interrupted due to a “data breach” and that are over and above the expenses such you would have incurred if no loss had occurred. “Extra expense” does not include any costs of updating, upgrading or remediation of your “system” that are not otherwise covered under this Coverage Form.
- 14.** “Fines, penalties or assessments” means any fines, assessments, surcharges, attorneys’ fees, court costs or other penalties which you shall be required to pay as a result of a “data breach” or pursuant to any contract, law, regulation or order.
- 15.** “Identified person” means a “potentially identified person” who is or appears to be a victim of “identity theft” or “account takeover” that may reasonably have arisen from a covered “data breach”.
- 16.** “Identity theft” means the fraudulent use of “private personal data”. This includes the fraudulent use of such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- “Identity theft” does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
- “Identity theft” does not include the use of a valid credit card, credit account or bank account. However, “identity theft” does include the fraudulent alteration of account profile information, such as the address to which statements are sent.
- 17.** “Media” means electronic applications, software, scripts and programs on which “data” is stored so that it can be collected, read, retrieved or processed by a “computer”. “Media” does not mean paper, or other tangible property, money, debt, equity, instruments, accounts, bonds, bills, records, abstracts, deeds or manuscripts
- 18.** “Network” means any services provided by or through the facilities of any electronic or “computer” communication system, allowing the input, output, examination, visualization or transfer of “data” or programs from one “computer” to your “computer”. “Network” includes any shared networks, Internet access facilities, or other similar facilities for such systems, in which you participate.
- 19.** “Period of restoration” means:
- a. The period of time that begins:
    - (1) For “extra expenses”, immediately after the actual or potential impairment or denial of “business operations” occurs; and
    - (2) For the loss of “business income”, after 24 hours or the number of hours shown as the Data Breach Business Interruption Waiting Period Deductible in the above **SCHEDULE**, whichever is greater, immediately following the time the actual impairment or denial of “business operations” first occurs.
  - b. The “Period of restoration” ends on the earlier of the following:
    - (1) The date “business operations” are restored, with due diligence and dispatch, to the condition that would have existed had there been no impairment or denial; or
    - (2) Sixty (60) days after the date the actual impairment or denial of “business operations” first occurs;

The expiration date of this policy or Coverage Form will not cut short the “period of restoration”.
- 20.** “Policy Period” means the period of time from the inception date shown the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of the policy or Data Breach Coverage Form.
- 21.** “Potentially-identified person” means any person who is your current, former or prospective customer, employee, client, member, or patient and whose “private personal data” is lost, stolen, accidentally released or accidentally published by a “data breach” covered under this Coverage Form.
- “Potentially-identified person” does not include any business or organization. Only an individual person may be a “potentially-identified person”.
- A “potentially identified person” may reside anywhere in the world.
- 22.** “Private personal data” means a natural person’s first name or first initial and last name in combination with:
- a. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations including, social security number, driver’s license number or other personal identification number (including an employee identification number or student identification number);

- b. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
  - c. Credit, debit or payment card numbers;
  - d. Information related to employment by you;
  - e. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or
  - f. Individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;
 

which is intended to be accessible only by natural persons or entities you have specifically authorized to have such access.

“Private personal data” does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.
- 23.** “Proactive monitoring services” means the following services if you offer to provide them to “potentially-identified persons” who contact our Designated Service Provider:
- a. A credit report;
  - b. Credit monitoring; or
  - c. Fraud/public records monitoring service or services.
- 24.** “Regulatory investigation” means a formal request for information, civil investigative demand or civil proceeding, including requests for information related thereto, brought by or on behalf of a state Attorney General, the Federal Trade Commission, the Federal Communications Commission or any other federal, state, local or foreign governmental agency.
- 25.** “Rogue employee” means a permanent employee of yours, other than an “executive”, who has gained unauthorized access or has exceeded authorized access to a “system” or “private personal data” owned or controlled by you or an entity that is authorized by you to hold, process or store “private personal data” for your exclusive benefit.
- 26.** “Services” means “computer” time, data processing, storage functions or other uses of your “system”.
- 27.** “System” means a “computer”, “media” and all input, output, processing storage and communication devices controlled, supervised or accessed by operating software that is proprietary to, or licensed to, the owner of the “computer”.
- 28.** “System output” means a tangible substance on which “private personal data” is printed from a “System”.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

