



2.0 US Policy Wording Amendments

Date	Policy Wording Version	Amendment		Further details
18 Nov 10	2.0_Wording_US_v1.1	1.	Associated Companies Exclusion: "unless such claim emanates from an independent third party" is added to a)	To mirror point b)
16 Mar 11	2.0_Wording_US_v1.2	1.	The following has been added to EXCLUSION 1: d) occurring beyond the limits of any carriageway or thoroughfare and caused by the use of any unlicensed vehicle, including but limited to snowmobiles and all terrain vehicles, in the course of your business activities;	The EXCLUSION now reflects the EXCLUSION contained in forms issued by local carriers
		2.	The words "performed for a client" have been added at the end of SECTION A of INSURING CLAUSE 2	Provide clarity to the wording
		3.	Driving whilst intoxicated exclusion deleted	Market competitiveness
		4.	The words "actual or alleged" have been added to the following EXCLUSIONS - 4, 18, 21, 22, 23, 33, 36 & 43	The wording now matches the intent, being the policy should not respond in the event of an allegation
		5.	The following words are added to EXCLUSION 63 SEC – "regional, provincial, territorial"	The EXCLUSION now matches the intent, being it should apply to territories outside of the USA
		6.	New "Unlawful surveillance" EXCLUSION 42 added	Market trends indicate this is an increasing exposure, to which the policy should not respond
		7.	Language added to EXCLUSION 43 "Unsolicited communications"	Amendment made so that the EXCLUSION is not overridden by EXCLUSION 45 "Antitrust"
06 Jan 12	2.0_Wording_US_1.3	1.	SECTIONS A, B, D & E of INSURING CLAUSE 4, specific reference to coverage provided "in the cloud"	Provide clarity coverage is provided in the wording
		2.	"Threats or extortion" coverage added	Product improvement
		3.	Definition for "cloud computing provider" added	Further clarity coverage is provided under the product
		4.	Specific reference made to "the cloud" in DEFINITION 11. "Computer systems" & DEFINITION 15. "Cyber peril"	Further clarity coverage is provided under the product
		5.	DEFINITION 38. "Privacy breach costs" part c), coverage broadened to include "scope" of a privacy breach	Product improvement
		6.	EXCLUSION 8. "Errors and omissions", exclusion amended to read "an actual or alleged breach of your professional duty"	Product improvement

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		7.	EXCLUSION 18. "Cease and desist notice compliance", broadened to include a "blocking order"	It is not the intent the policy to responds to a blocking order. Cease and desist and blocking order EXCLUSION to be read in conjunction with the corresponding CONDITION.
		8.	EXCLUSION 38. "PCI Implementation" broadened to include "alleged"	It is not the intent the policy responds to an allegation
		9.	New EXCLUSION 41. "Telephone system hacking" added	It is not the intent the policy responds to a "voice over internet protocol" event
		10.	New EXCLUSION 45. "Web scraping and data harvesting" added	It is not the intent the policy responds to a web scraping or data harvesting event
05 Aug 2014	2.0_Wording_US_1.4	1.	Amendments to the PREAMBLE: "We agree to provide the cover, as set out below" added; "we agree to provide the cover as set out below;" added; "subject always tour receipt of the Premium" deleted.	Language improvement
		2.	Amendment to INSURING CLAUSE 4, SECTION D: SYSTEM DAMAGE –first line of the first paragraph amended to "We agree to reimburse you up to the aggregate limit of liability"	This amendment reflects the intent of the Policy
		3.	Amendment to INSURING CLAUSE 4, SECTION E: SYSTEM BUSINESS INTERRUPTION – first line of the first paragraph amended to "We agree to reimburse you up to the limit of liability"	This amendment reflects the intent of the Policy
		4.	Amendment to the "Amount insured" DEFINITION –reference to INSURING CLAUSE 4 SECTIONS D and E deleted.	This amendment follows the amendments made to IC4 SECTIONS D and E.
		5.	Amendment to the "Employee benefit program" DEFINITION –reference to "profit sharing plans" deleted	
		6.	Amendment to the "Income" DEFINITION –definition amended to "means your total income from your business activities, less direct costs"	Language improvement
		7.	Deletion of the "profit sharing plan" DEFINITION	Following its deletion in the wording, this definition is no longer required
		8.	Amendment to the "Employment practices" EXCLUSION – exclusion extended to include restrictive covenants from previous employment	Product improvement
		9.	Amendment to the "Double insurance" EXCLUSION – Title amended to "Other insurance"	Language improvement to reflect US territorial variation of the English language
		10.	Amendment to "Retroactive date" EXCLUSION – exclusion extended to include first and subsequent related acts	Product improvement
		11.	Amendment to the "Hired or leased vehicles exclusions" EXCLUSION – "operation" deleted.	Language improvement

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		12.	Amendment to the “Machinery or computer breakdown” EXCLUSION – “amount insured amended to “aggregate limit of liability”	This amendment reflects the intent of the Policy
		13.	Amendment to the “Unjust enrichment” EXCLUSION – exclusion expanded to clarify the payment of costs and expenses in respect of an Intellectual Property Rights Infringement claim.	Product improvement
		14.	Amendment to the “Named windstorm” EXCLUSION – reference to INSURING CLAUSE 1 (SECTION E only) deleted	The INSURING CLAUSE referred to does not exist in the Policy
		15.	Amendment to the “Retroactive date” EXCLUSION – “In whole or in part” added.	Language improvement
		16.	Amendment to the “Pollution” EXCLUSION – carves back pollution liability, hostile fire and the backin up of sewers, sumps, septic tanks or drains.	This EXCLUSION now carves back hostile fire
		17.	Amendment to the “Agreement to pay claims” CONDITION – amended to “We have the right and duty”	Product improvement
		18.	Addition of the “Waiver of subrogation” CONDITION	Product improvement
		19.	Amendment of the “Optional extended reporting period” – final paragraph amended to include “aggregate limit of liability”	Product improvement
		20.	Amendment to the “Choice of law, legal action and service of suit” CONDITION – References to “Mendes & Mount LLP” deleted	The law firm is referenced in the Declarations.
		21.	Various typos have been corrected throughout the wording.	Language improvement to reflect US territorial variation of the English language