

CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Do not attach this form to a policy. It is for informational use only.

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

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

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

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

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

SECTION I - ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Insuring Agreement

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

(3) The "errors and omissions wrongful act" was committed on or after the Errors and Omissions Retroactive Date shown in the CyberFirst Declarations and before the end of the policy period; and

(4) A "claim" or "suit" that seeks "damages" because of the loss is first made or brought against any insured, in accordance with Paragraph e. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods in your CyberFirst General Provisions Form.

- c. Each "errors and omissions wrongful act" in a series of "related errors and omissions wrongful acts" will be deemed to have been committed on the date the first wrongful act in that series is committed.
- d. If no Errors and Omissions Retroactive Date is shown in the CyberFirst Declarations, the Errors and Omissions Retroactive Date will be deemed to be the first day of the policy period.
- e. A "claim" or "suit" that seeks "damages" will be deemed to have been first made or brought at the earlier of the following times:

(1) When we or any "described authorized person" first receives written notice of such "claim" or "suit", whichever is first; or

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

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

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

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

Notice to us that:

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

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

2. Exclusions

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

This insurance does not apply to:

a. Bodily Injury

"Bodily injury".

b. Claims Or Suits By Insureds Against Insureds

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

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

- (1) Is an insured under Paragraph 5. of Section II - Who Is An Insured in your CyberFirst General Provisions Form; or

- (2) Has been added as an additional insured by attachment of an endorsement under this policy.

c. Cost Guarantees Or Estimates

Loss arising out of any:

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

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

Any cost or expense incurred by any insured or others:

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

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

e. Employee Benefit Plans

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

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

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

f. Failure To Deliver Your Product Or Begin Your Work

Loss arising out of any failure:

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

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g. Intellectual Property

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

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

h. Professional Services

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

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

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

i. Property Damage

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

j. Stock Offerings

Loss arising out of any actual or proposed:

- (1) Public stock offering;
- (2) Private stock offering or placement; or
- (3) Debt instrument offering or issuance;

by you or on your behalf.

k. Violation Of Consumer Protection Laws

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

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

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

SECTION II - DEFINITIONS**1. "Bodily injury":**

- a. Means any harm, including sickness or disease, to the health of a person.
- b. Includes mental anguish, injury or illness, or emotional distress.

2. "Coverage territory" means anywhere in the world provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits us from covering the loss.**3. "Errors and omissions wrongful act" means any error, omission or negligent act.****4. "Property damage" means physical damage to tangible property of others, including all resulting loss of use of that property.**

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

5. "Related errors and omissions wrongful acts" means two or more "errors and omissions wrongful acts" that have as a common connection, tie or link, any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.**6. "Your product":****a. Means:**

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

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

b. Includes:

(1) Warranties or representations made at any time, with respect to the fitness, quality, durability, performance or use of such goods or product; and

(2) The providing of or failure to provide warnings or instructions.

7. "Your work":

a. Means:

(1) Work or services performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or services.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of such work or services; and

(2) The providing of or failure to provide warnings or instructions.

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