

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM

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

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 Network And Information Security 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 - NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to 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 is caused by a "network and information security wrongful act" committed in the "coverage territory";
 - (2) The "network and information security wrongful act" was committed on or after the Network and

Information Security Retroactive Date shown in the CyberFirst Declarations and before the end of the policy period; and

- (3) 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 "network and information security wrongful act" in a series of "related network and information security wrongful acts" will be deemed to have been committed on the date the first wrongful act in that series is committed.
 - d. If no Network and Information Security Retroactive Date is shown in the CyberFirst Declarations, the Network and Information Security 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 "network and information security 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 "network and information security wrongful act" or "related network and information security 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.

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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 "network and information security wrongful act" only if that notice contains all of the following information:

- (1) How, when and where the "network and information security 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 "network and information security 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 a "network and information security wrongful act"; or
- (2) Any insured may in the future receive written notice of a "network and information security wrongful act", "claim" or "suit";

is not notice of a specific "network and information security 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:

- (1) Any person or organization that:
 - (a) Is an insured under Paragraph 5. of Section II - Who Is An

Insured in your CyberFirst General Provisions Form; or

- (b) Has been added as an additional insured by attachment of an endorsement under this policy; or
- (2) Your current or former "employee" for failure to prevent unauthorized access to, or use of, data containing private or confidential information of such "employee", but only if such "employee" did not commit or participate in the failure to prevent such unauthorized access or use.

c. Expected Or Intended Failure To Provide Access

Loss arising out of any failure to provide access to your web-site or "your computer or communications network" that was expected or intended by the insured.

This exclusion does not apply if the failure to provide access occurred because you suspended your web-site or "your computer or communications network" to mitigate loss arising out of:

- (1) A "computer virus" that infected your web-site or "your computer or communications network";
- (2) A "denial of service attack"; or
- (3) An unauthorized breach of your web-site or "your computer or communications network" that prevented "authorized users" from accessing such web-site, or computer or communications network.

d. Intellectual Property

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws committed by or on behalf of an insured:

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

e. Internet Service Interruption

Loss arising out of an Internet service interruption or failure.

This exclusion does not apply if such interruption or failure was caused by you.

f. Profits

Disgorgement of profits, accounting or award of profits, or any other return of profits.

g. Property Damage

"Property damage".

SECTION II - DEFINITIONS

1. "Authorized user" includes your customer, supplier, or supporter.
2. "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.
3. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or degrade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network.
4. "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.
5. "Denial of service attack" means an intentional attack on a web-site or a computer or communications network for the purpose of nuisance, sabotage, or malicious tampering that has the effect of:
 - a. Depleting system resources available through the Internet to "authorized users" of your web-site or "your computer or communications network"; or
 - b. Impeding access of "authorized users" to your web-site or "your computer or communications network".
6. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
 - a. Failure to prevent the transmission of a "computer virus".
 - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such web-site or such computer or communications network.
 - c. Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
 - d. Failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others as required by any "security breach notification law" that applies to you.
7. "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.
8. "Related network and information security wrongful acts" means two or more "network and information security 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.
9. "Security breach notification law" means any law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been accessed or acquired without their authorization.
10. "Your computer or communications network" means any computer or communications network that you:
 - a. Rent, lease, license or borrow from others; or
 - b. Own or operate.

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