

Zurich Cyber Insurance Policy Declarations



Insurance is provided by: Zurich Insurance Company Ltd
First Canadian Place
100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9

Policy Number:

Renewal of:

Item 1. **Named Insured** and Mailing Address:

Item 2. **Policy Period:** From: 12:01 A.M. on To: 12:01 A.M. on
Local time at the address shown in Item 1.

Important information for customers

This Policy contains a clause(s) that may limit the amount payable

COVERAGE UNDER SUBSECTION I.A. LIABILITY COVERAGES APPLIES ONLY TO LOSS AND DEFENCE COSTS FROM CLAIMS FIRST MADE AND REPORTED TO US DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR WRONGFUL ACTS OCCURRING ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD.

WHERE LEGALLY PERMISSIBLE, DEFENCE COSTS REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND APPLY TO THE SELF-INSURED RETENTION/WAITING PERIOD.

THIS POLICY INCLUDES COVERAGE ONLY FOR INSURING AGREEMENTS INDICATED AS PURCHASED IN ITEM 4. BELOW.

A handwritten signature in blue ink, appearing to read 'Sandford'.

Chief Executive Officer and Chief Agent in Canada

Authorized representative

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Contact the [Zurich Privacy Officer](mailto:compliance.zurich.canada@zurich.com) for information on foreign service providers at compliance.zurich.canada@zurich.com.

For the purpose of the *Insurance Companies Act* (Canada), this document was issued in the course of the Company's insurance business in Canada.

Item 3. Aggregate Policy Limit of Liability:

each **Policy Period** for all payments under all Coverages combined

Item 4. Coverage Schedule:

	Coverages	Purchased	Each Claim/Event Limit of Liability	Aggregate Limit of Liability	Self-Insured Retention/ Waiting Period (Each Claim, Regulatory Proceeding, GDPR Proceeding, PCI Demand, or Event)	Retroactive Date
A. LIABILITY COVERAGES						
1.	Security Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.	Privacy Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.	Media Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.	Regulatory Proceedings Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.	General Data Protection Regulations Proceedings Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.	Payment Card Industry Demand Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the A.4. Regulatory Proceedings Coverage Aggregate Limit of Liability		
B. FIRST PARTY COVERAGES						
1.	Breach Cost Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable
2.	Business Income Loss Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No			The greater of: or hours (Waiting Hours Retention)	Not applicable
3.	Dependent Business Income Loss Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.2. Business Income Loss Coverage Aggregate Limit of Liability	The greater of: or hours (Waiting Hours Retention)	Not applicable
4.	System Failure Business Income Loss Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No			The greater of: or hours (Waiting Hours Retention)	Not applicable
5.	System Failure Dependent Business Income Loss Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.4. System Failure Business Income Loss Coverage Aggregate Limit of Liability	The greater of: or hours (Waiting Hours Retention)	Not applicable
6.	Digital Asset Replacement Expense Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable

7.	Cyber Extortion Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable
8.	Reward Payment Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.7. Cyber Extortion Coverage Aggregate Limit of Liability	Not applicable	Not applicable
9.	Reputational Damage Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Subject to the Daily Cap limit of \$1,000,000	Subject to the Daily Cap limit of \$1,000,000	hours (Adverse Media Waiting Period)	
10.	Social Engineering Funds Transfer Fraud Event Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable
11.	Social Engineering Theft of Funds Held In Trust Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.10. Social Engineering Funds Transfer Fraud Event Coverage Aggregate Limit of Liability		Not applicable
12.	Social Engineering Theft of Personal Funds Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.10. Social Engineering Funds Transfer Fraud Event Coverage Aggregate Limit of Liability		Not applicable
13.	Claim Avoidance Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Item 5. Optional Extended Reporting Period:

- A. year(s) for % of the annual premium
- B. year(s) for % of the annual premium
- C. year(s) for % of the annual premium

Item 6. Notices to us:

- A. Address for notice of **Claims, Circumstances** or **Events**:
Zurich Insurance Company Ltd
First Canadian Place, 100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9
Phone: 1-866-345-3454; Fax: 1-877-977-8077
E-mail: claims@zurich.com
- B. Address for all other notice:
MSG-Specialty E&O
Zurich Insurance Company Ltd
First Canadian Place, 100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9

Item 7. Endorsements Effective At Inception: See Schedule of Forms and Endorsements

Item 8. Policy Premium:

- A. Coverage Premium:
 - B. Taxes/Surcharges/Assessments:
 - C. Other Fees:
 - D. Total Premium:
- Schedule of Taxes/Surcharges/Assessments



Zurich Cyber Insurance Policy

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COVERAGE UNDER SUBSECTION I.A. LIABILITY COVERAGES APPLIES ONLY TO LOSS AND DEFENCE COSTS FROM CLAIMS FIRST MADE AND REPORTED TO US DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR WRONGFUL ACTS OCCURRING ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD.

WHERE LEGALLY PERMISSIBLE, DEFENCE COSTS REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND APPLY TO THE SELF-INSURED RETENTION/WAITING PERIOD.

THIS POLICY INCLUDES COVERAGE ONLY FOR INSURING AGREEMENTS INDICATED AS PURCHASED IN ITEM 4. OF THE DECLARATIONS.

Wherever used in this Policy the words "you" and "your" refer to the **Named Insured** and its **Subsidiaries**. The words "we", "us", and "our" refer to the Company providing this insurance as shown in the Declarations.

Other words and phrases in this Policy that appear in bold have special meaning. Refer to Section III. DEFINITIONS.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine an **Insured's** rights, duties and what is and is not covered.

In consideration of payment of the premium and in reliance upon the statements made in the **Application**, which is made a part hereof, and subject to the Declarations, definitions, exclusions, limitations, conditions, provisions and other terms of this Policy (including any endorsement hereto), we and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

A. LIABILITY COVERAGES

1. Security Liability Coverage

We shall pay on behalf of the **Insured** all **Loss** and **Defence Costs** on account of any **Claim** that directly results from a **Security Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.A.1., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

2. Privacy Liability Coverage

We shall pay on behalf of the **Insured** all **Loss** and **Defence Costs** on account of any **Claim** that directly results from a **Privacy Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.A.2., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

3. Media Liability Coverage

We shall pay on behalf of the **Insured** all **Loss** and **Defence Costs** on account of any **Claim** that directly results from a **Media Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement 1.A.3., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

4. Regulatory Proceedings Coverage

We shall reimburse the **Insured** for all **Loss** and **Defence Costs** the **Insured** incurs in responding to a **Regulatory Proceeding** that directly results from a **Security Wrongful Act** or a **Privacy Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.A.4., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

5. General Data Protection Regulations Proceedings Coverage

We shall reimburse the **Insured** for all **Loss** and **Defence Costs** the **Insured** incurs in responding to a **GDPR Proceeding** that directly results from a **Security Wrongful Act** or a **Privacy Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.A.5., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

6. Payment Card Industry Demand Coverage

We shall reimburse the **Insured** for all **Loss** and **Defence Costs** the **Insured** incurs in responding to a **PCI Demand** that directly results from a **Security Wrongful Act** or a **Privacy Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.A.6., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

B. FIRST PARTY COVERAGES

1. Breach Cost Coverage

We shall reimburse you for **Breach Costs** you incur that directly results from an actual or reasonably suspected **Security Event, Privacy Event, or Media Event** that is first discovered by the **Insured** during the **Policy Period**.

2. Business Income Loss Coverage

We shall pay you for **Business Income Loss** you sustain and reimburse you for any related **Mitigation and Extra Expense** you incur during the **Period of Restoration** due to a **Security Event, Privacy Event, or Media Event** that directly results in an **Interruption of Service** (except for any **Interruption of Service** provided under Subsection I.B.3. Dependent Business Income Loss Coverage below) that first occurs during the **Policy Period**.

3. Dependent Business Income Loss Coverage

We shall pay you for **Dependent Business Income Loss** you sustain and reimburse you for any related **Mitigation and Extra Expense** you incur during the **Period of Restoration** due to a **Security Event, Privacy Event, or Media Event** that directly results in an **Interruption of Service** that first occurs during the **Policy Period**.

4. System Failure Business Income Loss Coverage

We shall pay you for **Business Income Loss** you sustain and reimburse you for any related **Mitigation and Extra Expense** you incur during the **Period of Restoration** due to a **System Failure** that directly results in an **Interruption of Service** (except for any **Interruption of Service** provided under Subsection I.B.5. System Failure Dependent Business Income Loss Coverage below) that first occurs during the **Policy Period**.

5. System Failure Dependent Business Income Loss Coverage

We shall pay you for **Dependent Business Income Loss** you sustain and reimburse you for any related **Mitigation and Extra Expense** you incur during the **Period of Restoration** due to a **System Failure** that directly results in an **Interruption of Service** that first occurs during the **Policy Period**.

6. Digital Asset Replacement Expense Coverage

We shall reimburse you for **Digital Asset Replacement Expenses** you incur during a **Security Event** or a **Privacy Event** that first occurs during the **Policy Period**.

7. Cyber Extortion Coverage

We shall reimburse you for **Extortion Expenses** and **Extortion Payments** you actually paid that directly results from a **Cyber Extortion** that is first received during the **Policy Period**.

8. Reward Payment Coverage

We shall reimburse you for **Reward Payments** you actually paid to any person or entity, other than:

- a. your external auditor;
- b. an **Insured Person** who is your internal auditor; or
- c. an **Insured Person** who supervises or manages your external auditor,

that directly results from a **Cyber Extortion** that is first received during the **Policy Period**.

9. Reputational Damage Coverage

We shall reimburse you for **Reputational Damage Income Loss** you sustain during the **Period of Indemnity** that directly results from an **Adverse Media Event** concerning an actual or alleged **Wrongful Act** that:

- a. first occurs on or after the Retroactive Date for Insuring Agreement I.B.9. shown in Item 4. of the Declarations; and
- b. is first discovered by the **Insured** during the **Policy Period** or during the 60 days immediately following the termination of the **Policy Period**.

10. Social Engineering Funds Transfer Fraud Event Coverage

We shall reimburse you for the **Social Engineering Fraud Costs** you incur for a **Social Engineering Fraud Event** due to:

- a. electronic funds transfer from you or your bank account at a financial institution;
- b. theft by electronic means of **Money** or **Securities** from you or your bank account at a financial institution;
- c. theft by electronic means of **Money** or **Securities** from your corporate credit cards that is not reimbursed by your credit card provider;
- d. any fraudulent manipulation of electronic documentation while stored on **Your Computer System**; or
- e. phishing, vishing, or other social engineering attack against you,

committed by a **Fraudulent Third Party**, provided such **Social Engineering Fraud Event** first occurs during the **Policy Period**.

11. Social Engineering Theft of Funds Held In Trust Coverage

With respect to a bank account held by you in trust on behalf of a third party, we shall reimburse such third party for the **Social Engineering Fraud Costs** incurred for a **Social Engineering Fraud Event** due to theft of **Money** or **Securities** by electronic means committed by a **Fraudulent Third Party**, provided such **Social Engineering Fraud Event** first occurs during the **Policy Period**.

12. Social Engineering Theft of Personal Funds Coverage

We shall reimburse an **Executive Officer** for the **Social Engineering Fraud Costs** incurred for a **Social Engineering Fraud Event** as a direct result of any **Fraudulent Third Party** causing your agent, servant, or employee to access **Your Computer System** that results in theft of **Money** or **Securities** from a personal bank account of an **Executive Officer**, provided such **Social Engineering Fraud Event** first occurs during the **Policy Period**.

13. Claim Avoidance Coverage

Subject to our written consent, such consent shall not be unreasonably withheld, and provided that such consent is obtained prior to the incurrence of any fee, cost, charge, or expense, we may reimburse the **Insured** for **Claim Avoidance Costs** that the **Insured** incurs as a direct result of the **Insured's** reasonable investigation of a potentially covered **Wrongful Act** that takes place on or after the Retroactive Date for Insuring Agreement I.B.13., as stated in Item 4. of the Declarations, and prior to the end of the **Policy Period**.

II. DEFENCE AND SETTLEMENT

A. Liability Coverage Defence and Settlement

With respect to any **Liability Coverage Claim**, other than a **Regulatory Proceeding, GDPR Proceeding, or PCI Demand**, we have the right and duty to defend such **Claim**, even if the allegations are groundless, false or fraudulent. The **Insured** shall not incur any **Defence Cost**, settle any such **Claim**, or otherwise admit or assume any liability or obligation, without our consent, such consent shall not be unreasonably withheld. We shall not be liable for any **Defence Cost**, settlement, liability, or obligation to which we have not consented. However, such consent shall not be required if the aggregate **Loss** and **Defence Cost** is equal to or less than the applicable Self-Insured Retention/Waiting Period shown in Item 4. of the Declarations.

We may investigate any such **Liability Coverage Claim**, other than a **Regulatory Proceeding, GDPR Proceeding, or PCI Demand**, as we deem necessary and make any settlement or compromise of such **Claim** as we deem expedient with the **Insured's** consent, but our right and duty to defend ends when the applicable Limit of Liability is exhausted by payment of **Loss** or, where legally permissible, **Defence Costs**. If we recommend a settlement of any such **Claim** acceptable to the claimant and the **Insured** refuses to consent to such settlement then, subject to the applicable Limit of Liability, where legally permissible our liability for such **Claim** shall not exceed:

1. the amount for which such **Claim** could have been settled by us plus **Defence Costs** up to the date the **Insured** refused to settle such **Claim**; plus
2. 70% of any:
 - a. **Loss**; and

b. **Defence Costs,**

in excess of Subsection II.A.1. above incurred in such **Claim**. The remaining **Loss** and **Defence Costs** shall be borne by, or on behalf of, the **Insured** at its own risk.

B. Regulatory Proceeding, GDPR Proceeding, or PCI Demand Defence

We shall have the right, but not the duty, to defend any **Regulatory Proceeding, GDPR Proceeding, or PCI Demand**. The **Insured** shall not incur any **Defence Cost** in any **Regulatory Proceeding, GDPR Proceeding, or PCI Demand** without our consent, such consent shall not be unreasonably withheld. We shall not be liable for any **Defence Cost** to which we have not consented. We have the right to associate in the defence of, and may investigate, any such **Regulatory Proceeding, GDPR Proceeding, or PCI Demand** as we deem necessary.

III. DEFINITIONS

When used in this Policy, the terms below, whether in the singular or plural, are defined as follows:

A. **Adverse Media Event** means a communication via any medium, including but not limited to television, print, radio, electronic, or digital form regarding previously non-public information specifically arising from an actual or alleged **Security Event, Privacy Event, or Media Event** that threatens to, or actually does, negatively and materially harm your reputation.

B. **Adverse Media Waiting Period** means the corresponding amount of hours, as shown in Item 4. of the Declarations applicable to the Reputational Damage Coverage, beginning with the time that an **Adverse Media Event** is first discovered by the **Insured**.

C. **Application** means:

1. the application or applications for this Policy or any other security and privacy, cyber, or media application provided to, and accepted by, us;
2. the application or applications for all previous policies issued by us of which this Policy is providing the same or similar coverage and is in whole or in part a direct renewal or replacement; and
3. all attachments and materials as submitted in conjunction with or incorporated in any application described in Subsections III.C.1. and III.C.2. of this definition.

The **Application** shall be deemed to be attached to and incorporated into this Policy.

D. **Breach Cost:**

1. means the reasonable and necessary fees, costs, charges, and expenses incurred by you (whether voluntarily or otherwise) within 24 months of the **Insured** first having received notice of a **Security Event, Privacy Event, or Media Event** for the purposes of retaining any one or more of an accountant, attorney, lawyer, forensics firm, payment card industry forensics investigator, public relations consultant, and other third party to:
 - a. conduct computer forensic analysis to investigate **Your Computer System** to determine:
 - (1) the cause and extent of such **Security Event, Privacy Event, or Media Event**;
 - (2) whether a **Wrongful Act** may be the cause of such **Security Event, Privacy Event, or Media Event**; or
 - (3) compliance with the Payment Card Industry Data Security Standards;
 - b. determine indemnification obligations under any written contract with respect to a **Wrongful Act** by a **Service Provider** in connection with such **Security Event, Privacy Event, or Media Event**;
 - c. determine if you are obligated to notify potentially affected individuals or applicable regulatory agencies of such **Security Event, Privacy Event, or Media Event**;
 - d. effect compliance with any:
 - (1) **GDPR Proceeding**, or
 - (2) **Privacy Regulation** under the applicable **Privacy Regulation** most favourable to your potentially affected individuals;
 - e. notify your potentially affected individuals or applicable regulatory agencies of such **Security Event, Privacy Event, or Media Event** and establish new account numbers for your potentially affected individuals;

- f. plan, implement, execute, and manage a public relations campaign to attempt to counter or minimize any actual or anticipated adverse effects of negative publicity from such **Security Event, Privacy Event, or Media Event** or to attempt to protect or restore your business reputation in response to negative publicity following such **Security Event, Privacy Event, or Media Event**;
 - g. provide credit and identification monitoring services, identification restoration services, and identification theft insurance (provided we shall have no obligation to apply for or furnish such insurance) for your potentially affected individuals in responding to such **Security Event, Privacy Event, or Media Event**;
 - h. provide call centre services to handle inquiries from your potentially affected individuals in responding to such **Security Event, Privacy Event, or Media Event**; or
 - i. provide **Healthcare Records Remediation Services** for your potentially affected individuals in responding to such **Security Event, Privacy Event, or Media Event**; and
2. does not include any:
- a. regular or overtime wage, salary, or fee of **Executive Officers** or your employees;
 - b. cost to comply with any injunctive or other non-monetary relief;
 - c. principal, interest, or other money paid or due as the result of any loan, lease, or extension of credit; or
 - d. tax, fine, sanction, penalty, or monetary assessment.
- E. Business Income Loss:**
1. means the:
- a. net profit before income taxes that you would have earned or incurred during the **Period of Restoration** due to an **Interruption of Service**;
 - b. additional net loss before income taxes that you incur during the **Period of Restoration** due to an **Interruption of Service**; and
 - c. normal operating expenses incurred by you (including payroll) but solely to the extent that such operating expenses must necessarily continue during the **Period of Restoration** and would have been incurred had there been no **Interruption of Service**; and
2. does not include any:
- a. contractual penalty;
 - b. cost or expense incurred to update, restore, replace, or improve a **Computer System** to a level beyond that which existed just before the **Interruption of Service**, unless such cost or expense is:
 - (1) standard technological advancements included within any newer **Computer System**, such as increased memory capacity or processing speed, or
 - (2) reasonably necessary to install a more secure and efficient version of the affected **Computer System**;
 - c. expense incurred to identify or remediate **Software** program errors or vulnerabilities;
 - d. legal cost or expense;
 - e. loss arising out of liability to any third party;
 - f. other consequential loss or damage; or
 - g. **Mitigation and Extra Expense**.
- F. Claim** means:
- 1. a written demand against the **Insured** for monetary damages or non-monetary or injunctive relief, including a written demand that the **Insured** toll or waive a statute of limitations;
 - 2. a civil or administrative proceeding against the **Insured** for monetary damages or non-monetary or injunctive relief commenced by the service upon the **Insured** of a complaint or similar pleading, including any appeal thereof;

3. an arbitration or other alternative dispute resolution proceeding against the **Insured** for monetary damages or non-monetary or injunctive relief, commenced by the **Insured's** receipt of a request or demand for such proceeding, including any appeal thereof; or
 4. solely with respect to the Coverages under the I.A.4., I.A.5., and I.A.6. Insuring Agreements, a **Regulatory Proceeding**, a **GDPR Proceeding**, or a **PCI Demand**.
- G. **Claim Avoidance Cost** means all fees, costs, charges, and expenses incurred to avoid a **Claim** or to mitigate **Loss** or **Defence Costs** under this Policy.
- H. **Client** means a customer of the **Insured** to whom you provide goods or services pursuant to a written contract, a written agreement, or for a fee.
- I. **Computer System** means computer hardware and **Software**, and the **Electronic Data** stored thereon, as well as associated input and output devices, data storage devices or other computer peripheral devices (including, without limitation, wireless and mobile devices), networking equipment, telephone systems, components, firmware and electronic backup facilities, including systems accessible through the internet, intranets, extranets, or virtual private networks. **Computer System** also means any of the foregoing that are part of an Industrial Control System.
- J. **Consumer Redress Fund** means any sum of money the **Insured** is legally required to deposit in a fund for the payment of consumer claims due to a settlement of, or an adverse judgement in, a **Regulatory Proceeding** or a **GDPR Proceeding**.
- K. **Content** means words, numbers, images, graphics, ideas, data, text, sounds, images, or similar forms of expression, including but not limited to the following, in whole or excerpt form:
1. books, poetry, lyrics, papers, essays, correspondence, newsletters, newspapers, magazines, scripts, plays, **Software**, **Software** documentation and manuals, encyclopedias, dictionaries, business records, or research materials;
 2. recorded music, live music, film, television and radio excerpts, commercials, voiceovers, sound effects, or speeches;
 3. television broadcasts, sports footage, professional or amateur videos, or animated and motion pictures;
 4. pictures, graphics, sculptures, tables, charts, diagrams, photographs, posters, maps, paintings, drawings, cartoons, cartoon characters, statues, works of fine art, display advertisements, or architectural drawings; or
 5. **Software** code and source code.
- L. **Cyber Extortion** means:
1. a reasonably credible threat or connected series of threats made without the cooperation of an **Executive Officer** to:
 - a. introduce **Malicious Code** into a **Computer System**;
 - b. commence a **Denial of Service Attack**;
 - c. disseminate, divulge, or improperly utilize any **Personal Information** or **Protected Information** taken as a result of the **Unauthorized Use** of or the **Unauthorized Access to Your Computer System**; or
 - d. encrypt or otherwise make unavailable **Electronic Data**, unless an **Extortion Payment** is received from you or on your behalf in return for the elimination, mitigation, or removal of such threat; and
 2. a threat or connected series of threats related to any of the acts in Subsection III.L.1. above that have already commenced.
- M. **Cyberterrorism** means the use of information technology to execute attacks or threats against **Your Network Security** by any person or group, whether acting alone, or on behalf of, or in connection with, any individual, organization, or government, with the intention to:
1. cause harm;
 2. intimidate any person or entity; or
 3. cause destruction or harm to critical infrastructure or data,
- in furtherance of financial, social, ideological, religious, or political objectives.

- N. **Daily Cap** means the maximum indemnity available for any 24 hour period under Subsection I.B.9. Reputational Damage Coverage, which amount is CAD \$1,000,000.
- O. **Defence Cost** means reasonable and necessary costs, charges, fees (including but not limited to attorneys' fees, legal fees, and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, bonuses or stock options, or any other form of compensation of the **Insured Persons** or the directors, officers or employees of the **Insured**) incurred by or on behalf of the **Insured** in defending or investigating **Claims** under this Policy, as well as the premium for any appeal, attachment or similar bonds, provided that we shall have no obligation to apply for or furnish such bonds. **Defence Costs** do not include any **Loss** or **First Party Cost**.
- P. **Denial of Service Attack** means a malicious attack that is designed to slow or completely interrupt access to a **Computer System** or website.
- Q. **Dependent Business Income Loss** means the **Business Income Loss** sustained by you as a direct result of an **Interruption of Service** to a **Service Provider's Computer System**, but only if such **Interruption of Service** would have been covered under this Policy if such **Service Provider** had been you, applying the same terms and conditions herein.
- R. **Digital Asset** means **Electronic Data, Software**, audio files, and image files stored on **Your Computer System**, and the capacity of such **Computer System**. **Digital Asset** does not include accounts, bills, evidences of debts, money, valuable papers, records, abstracts, deeds, manuscripts, or other documents (except as they have been converted to **Electronic Data**, and then only in that form).
- S. **Digital Asset Replacement Expense**:
1. means the reasonable and necessary expenses you incur to:
 - a. replace, restore, reconstitute, or recollect **Digital Assets** from written records; and
 - b. partially or fully match **Electronic Data**,
due to their corruption or destruction, or due to any disaster recovery or computer forensic investigation efforts, and
 2. does not include:
 - a. any cost or expense to correct any deficiency or problem with any **Computer System** or to identify or remediate **Software** errors or vulnerabilities;
 - b. any cost to update, replace, upgrade, restore, maintain or in any way improve any **Computer System**, unless such cost or expense is:
 - (1) standard technological advancements included within any newer **Computer System**, such as increased memory capacity or processing speed; or
 - (2) reasonably necessary to install a more secure and efficient version of the affected **Computer System**;
 - c. any cost or expense incurred to research and develop **Digital Assets**, including trade secrets;
 - d. the economic or market value of **Digital Assets**, including trade secrets; or
 - e. any consequential loss or damage.
- T. **Electronic Data** means information that exists in electronic form, including electronic **Personal Information** and electronic **Protected Information**. **Electronic Data** does not include **Software** or digital currency.
- U. **Event** means **Security Events, Privacy Events, Media Events, System Failures, Cyber Extortions, Adverse Media Events**, or **Social Engineering Fraud Events**.
- V. **Executive Officer** means any natural person serving in the position of a Chief Executive Officer, Chief Financial Officer, Chief Security Officer, Chief Technology Officer, Chief Information Officer, General Counsel, Risk Manager, or the functional equivalent of such positions.
- W. **Extended Reporting Period** means the period of extended coverage described in Section VII. Extended Reporting Period. The Automatic Extended Reporting Period and the Optional Extended Reporting Period, if purchased, shall be collectively referred to in this Policy as the **Extended Reporting Period**. The **Extended Reporting Period** does not reinstate or increase the Limits of Liability, nor extend the **Policy Period**.
- X. **Extortion Expense** means the reasonable and necessary expenses, including forensic expenses, incurred by you that are directly attributable to a **Cyber Extortion**.

- Y. **Extortion Payment** means monies, digital currencies, or other consideration paid, including the costs associated to obtain such monies, digital currencies, or other consideration, based on instructions from a third party whom you reasonably believe to be responsible for a **Cyber Extortion**; provided that:
1. our consent is obtained prior to making such **Extortion Payments** that are in excess of the applicable Cyber Extortion Coverage Self-Insured Retention/Waiting Period shown in Item 4. of the Declarations; and
 2. such **Extortion Payments** are made in an effort to terminate the **Cyber Extortion**.
- Z. **First Party Cost** means **Breach Costs, Business Income Losses, Dependent Business Income Losses, Mitigation and Extra Expenses, Digital Asset Replacement Expenses, Extortion Expenses, Extortion Payments, Reward Payments, Reputational Damage Income Losses, Social Engineering Fraud Costs, and Claim Avoidance Costs**.
- AA. **First Party Coverage** means the Coverages offered under the following Insuring Agreements: Breach Cost Coverage, Business Income Loss Coverage, Dependent Business Income Loss Coverage, System Failure Business Income Loss Coverage, System Failure Dependent Business Income Loss Coverage, Digital Asset Replacement Expense Coverage, Cyber Extortion Coverage, Reward Payment Coverage, Reputational Damage Coverage, Social Engineering Funds Transfer Fraud Event Coverage, Social Engineering Theft of Funds Held in Trust Coverage, Social Engineering Theft of Personal Funds Coverage, and Claim Avoidance Coverage.
- AB. **Fraudulent Third Party** means any person or entity other than the **Insured, Client, or Vendor** fraudulently impersonating:
1. an **Insured**;
 2. a **Client**;
 3. a **Vendor**; or
 4. the financial institution of an **Insured, Client, or Vendor**,
- for the purposes of obtaining an unauthorized transfer of **Money or Securities**.
- AC. **GDPR** means the *General Data Protection Regulation (Regulation (EU) 2016/679)* and any amendment thereto. **GDPR** shall also include any state, provincial, territorial, local, or federal regulations enacted in furtherance of or pursuant to implementation of the *General Data Protection Regulation (Regulation (EU) 2016/679)* and any amendment thereto.
- AD. **GDPR Proceeding** means a formal investigation of or an administrative adjudication proceeding against an **Insured** concerning the **GDPR** by an administrative or regulatory agency, including an appeal thereof, commenced by the **Insured's** receipt of a subpoena, investigative demand, complaint or similar document.
- AE. **Healthcare Records Remediation Service** means the following services:
1. conducting credit and non-credit investigations to identify fraudulent use of protected health information;
 2. establishing a hotline for your potentially affected individuals in compliance with *Health Information Technology for Economic and Clinical Health Act (HITECH)* (U.S.) requirements, or the requirements of any similar Canadian federal, provincial or territorial law, act, statute or regulation; and
 3. conducting healthcare identity restoration services for your potentially affected individuals.
- AF. **Insured** means you and the **Insured Persons**.
- AG. **Insured Person**:
1. means any natural person who has been, now is, or shall be:
 - a. an **Executive Officer**, your employee, temporary employee, volunteer, applicant for employment, or intern acting in such capacity or, with respect to a **Subsidiary** incorporated outside of the United States or Canada, the functional equivalent of an **Executive Officer**, your employee, temporary employee, volunteer, applicant for employment, or intern acting in such capacity;
 - b. your independent contractor other than a **Service Provider**, but solely with respect to a **Wrongful Act** committed within the scope of such person's duties on behalf of you performed pursuant to a written contract with you; or
 - c. a spouse or domestic partner (as defined under any applicable law or formal program established by you) of any person identified in Subsection III.AG.1.a. above, but solely if a **Claim** made against such person identified in Subsection III.AG.1.a. is also made against such spouse or domestic partner due to:

- (1) such spouse's or domestic partner's status as a spouse or domestic partner of the person identified in Subsection III.AG.1.a.; or
 - (2) such spouse's or domestic partner's ownership interest in property that the claimant seeks as recovery for alleged **Wrongful Acts** of the person identified in Subsection III.AG.1.a., provided, however, **Insured Person** shall not include a lawful spouse or domestic partner with respect to a **Claim** against that spouse or domestic partner for his or her own **Wrongful Acts**; and
2. shall also include the estates, heirs, legal representatives or assigns of any person identified in Subsection III.AG.1. who is deceased, incompetent, insolvent or bankrupt, but only for a **Claim** arising solely out of their status as such.

AH. **Interruption of Service** means the actual and measurable interruption, suspension, failure, degradation or delay in the performance of **Your Computer System**. **Interruption of Service** also means a voluntary shutdown of **Your Computer System** when such action is taken to minimize, avoid or reduce **Unauthorized Access** or **Unauthorized Use**.

AI. **Liability Coverage** means the Coverages offered under the following Insuring Agreements: Security Liability Coverage, Privacy Liability Coverage, Media Liability Coverage, Regulatory Proceedings Coverage, General Data Protection Regulations Proceedings Coverage, and Payment Card Industry Demand Coverage.

AJ. **Loss**:

1. means any amount, including judgements and settlements, pre- and post-judgement interest, the **Insured** is legally obligated to pay as the result of a **Claim** against the **Insured**. **Loss** includes punitive, exemplary or multiple damages, to the extent such damages are insurable under the internal laws of any applicable jurisdiction most favourable to the **Insured**, including without limitation the jurisdiction in which we are located or the **Insured**, this Policy, or such **Claim** is located;
2. also means a **Consumer Redress Fund**, solely with respect to Coverage afforded under the Regulatory Proceedings Coverage and the General Data Protection Regulations Proceedings Coverage Insuring Agreements; and
3. does not include:
 - a. **Defence Costs**;
 - b. the loss, offset or return of fees, commissions, royalties, bonuses, or profits by the **Insured**, or the cost to re-perform any service;
 - c. the cost to comply with any injunctive or other non-monetary relief;
 - d. the cost to design, upgrade, maintain, or improve a **Computer System**, including correcting any deficiencies or problems;
 - e. principal, interest, or other moneys paid or due as the result of any loan, lease, or extension of credit;
 - f. taxes, fines, sanctions, penalties, or monetary assessments, unless such taxes, fines, sanctions, penalties, or monetary assessments:
 - (1) are imposed pursuant to **Privacy Regulations**; or
 - (2) result from a **Regulatory Proceeding**, a **GDPR Proceeding**, or a **PCI Demand**; or
 - g. **First Party Costs**.

AK. **Malicious Code** means unauthorized, corrupting, or harmful **Software**, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs.

AL. **Media Event** means any:

1. libel, slander, trade libel, or disparagement resulting from **Media Publishing** that defames a person or organization or disparages a person's or organization's goods, products, or services;
2. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles, performances, names, or likenesses resulting from **Media Publishing** activities;
3. violation of the right of privacy or seclusion or right of publicity of any person other than an **Insured Person** resulting from **Media Publishing** that publicly discloses private facts relating to such person or commercially appropriates such person's name or likeness;

4. infringement of a copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, or service name including, without limitation, infringement of domain name, deep-linking, or framing, resulting from **Media Publishing** activities;
5. unauthorized use of titles, formats, performances, style, characters, plots, or other protected material, resulting from **Media Publishing** activities; or
6. negligence with respect to the **Insured's** creation or dissemination of **Content**.

AM. Media Publishing:

1. means:
 - a. creating, publishing, disseminating, uttering, releasing, gathering, transmitting, producing, or other distributing of **Content** on behalf of the **Insured** or by the **Insured** on behalf of others, by any means, including but not limited to the following forms: print, music, film, directories, broadcasting, webcasting, or telecasting, through any medium or **Social Network**;
 - b. advertising, through any medium or **Social Network**, that consists of publicity or promotion on the **Insured's** behalf; and
2. does not include:
 - a. any **Software** or **Software** technology used to deliver, display or process such information in Subsection III.AM.1.; or
 - b. any actual product or service that is the subject of such information in Subsection III.AM.1.

AN. Media Wrongful Act means any actual or alleged act, error, omission, neglect or breach of duty by an **Insured**, someone for whom you are legally responsible, or a **Service Provider**, that results in a **Media Event**.

AO. Mitigation and Extra Expense:

1. means the reasonable and necessary expenses:
 - a. incurred by you during the **Period of Restoration** to identify, minimize, avoid, or reduce an **Interruption of Service**, provided that such expenses are over and above your normal operating and payroll expenses and do not exceed the amount of loss that otherwise would have been payable as **Business Income Loss** or **Dependent Business Income Loss**; and
 - b. incurred by you, either during or after the **Period of Restoration**, in order to determine your net profit or loss and expenses covered under Business Income Loss Coverage, Dependent Business Income Loss Coverage, System Failure Business Income Loss Coverage, or System Failure Dependent Business Income Loss Coverage; and
2. does not include any:
 - a. cost or expense to correct any deficiency or problem with any **Computer System** or to remediate **Software** errors or vulnerabilities;
 - b. cost or expense to update, restore, replace or improve any **Computer System** to a level beyond that which existed just before the **Interruption of Service**, unless such cost or expense is:
 - (1) standard technological advancements included within any newer **Computer System**, such as increased memory capacity or processing speed, or
 - (2) reasonably necessary to install a more secure and efficient version of the affected **Computer System**;
 - c. contractual penalty; or
 - d. **Loss, Defence Cost, Breach Cost, Business Income Loss, Dependent Business Income Loss, Digital Asset Replacement Expense, Extortion Expense, Extortion Payment, Reward Payment, Reputational Damage Income Loss, Social Engineering Fraud Cost, or Claim Avoidance Cost**.

AP. Money means currency, coins or bank notes in current use and having a face value; and traveller's cheques, registered checks, or money orders held for sale to the public.

AQ. Named Insured means the organization shown in Item 1. of the Declarations.

AR. PCI Demand means a written demand from either the Payment Card Industry Security Standards Council, payment card association, issuing bank, or acquiring bank alleging noncompliance with or violations of:

1. the Payment Card Industry Data Security Standard; or

2. a merchant services agreement in connection with the Payment Card Industry Data Security Standard.

AS. **Period of Indemnity** means the period of time beginning at the conclusion of the **Adverse Media Waiting Period** and ending at the earlier of either:

1. the date that the **Insured** discontinues to suffer a loss of net income; or
2. six months after the conclusion of the **Adverse Media Waiting Period** and not limited by the expiration of the **Policy Period**.

AT. **Period of Restoration** means the period from the date and time that you are first impacted after a **Computer System** suffers an **Interruption of Service** to the date and time you are returned to substantially the level of operation that had existed prior to such **Interruption of Service**. In no event shall the **Period of Restoration** exceed 180 days.

AU. **Personal Information**:

1. means:
 - a. any information from which an individual may be uniquely and reliably identified or contacted, including but not limited to an individual's name, telephone number, email address, social insurance number, social security number, medical or healthcare data or other protected health information, biometric record, driver's licence number, state, provincial, or territorial identification number, account number, credit card number, debit card number, or access code or password that would permit access to that individual's financial account;
 - b. any other non-public personal information as defined in **Privacy Regulations**; and
 - c. all personal data as defined by the **GDPR** in connection with a **GDPR Proceeding**; and
2. with the exception of personal data as defined by the **GDPR**, does not include information lawfully available to the general public for any reason, including but not limited to information from federal, state, provincial, territorial, municipal, or other local government records.

AV. **Policy Period** means the period of time shown in Item 2. of the Declarations or any shorter period resulting from a termination of this Policy.

AW. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a federal, state, provincial, territorial, county, municipality or locality counterpart thereof. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, noise, fungus (including mould, mildew and any mycotoxin, spore, scent or byproduct produced or released by any fungus, but not any fungus intended by the **Insured** for consumption) and electric or magnetic or electromagnetic field. Such matters shall include, without limitation, solids, liquids, gaseous, thermal, biological, nuclear or radiological irritants, contaminants or smoke, soot, fumes, acids, alkalis, chemicals, or waste materials.

AX. **Privacy Event** means:

1. the loss, theft, or unauthorized disclosure of **Protected Information** or **Personal Information** in the care, custody, or control of any **Insured**, someone for whom you are legally responsible, or a **Service Provider**;
2. a violation of any **Privacy Regulation**;
3. a violation of the **GDPR**; or
4. the unauthorized or wrongful collection, retention, or use of **Personal Information**.

AY. **Privacy Regulation**:

1. means any of the following statutes, including any regulation thereunder, associated with the control and use of personally identifiable financial, medical, or other sensitive information:
 - a. *Health Information Technology for Economic and Clinical Health Act (HITECH) (American Recovery and Reinvestment Act of 2009)* (U.S.);
 - b. *Health Insurance Portability and Accountability Act of 1996* (Public Law 104-191) (U.S.);
 - c. *Gramm-Leach Bliley Act of 1999* (U.S.);
 - d. *California Security Breach Notification Act (CA SB 1386), CA AB 211 and CA SB 541* (U.S.);

- e. Section 5(a) of the *Federal Trade Commission Act (15 U.S.C. 45(a))* (U.S.), but solely for alleged unfair or deceptive acts or practices in or affecting commerce;
- f. *Massachusetts 201 CMR 17* (U.S.);
- g. the Identity Red Flags under the *Fair and Accurate Credit Transactions Act of 2003* (U.S.);
- h. *Driver's Privacy Protection Act (18 U.S.C. § 2721-2725)* (U.S.);
- i. *Privacy Act*, R.S.C. 1985., c. P-21 (Canada);
- j. *Personal Information Protection and Electronic Documents Act (PIPEDA)*, S.C. 2000, c. 5 (Canada);
- k. *Personal Information Protection Act*, S.B.C. 2003, c 63 (Canada);
- l. *An Act Respecting the Protection of Personal Information in the Private Sector*, R.S.Q.c. p-39-1 [S.Q. 1993, c.17] (Canada);
- m. *Personal Information Protection Act*, S.A. 2003, c. P-6.5 (Canada);
- n. *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sch. A (Canada);
- o. *Illinois Biometric Information Privacy Act 740 ILCS 14/1 (2008)*;
- p. any state, provincial, territorial, municipal, federal, or foreign identity theft or privacy protection statute, regulation, or directive that is similar to any of III.AY.1.a. to III.AY.1.o. above; and
- q. any amendment, addition, or replacement of any statute, ordinance, regulation, rule, or directive shown in III.AY.1.a. to III.AY.1.p. above; and

2. does not include the **GDPR**.

AZ. Privacy Wrongful Act means any actual or alleged act, error, omission, neglect, or breach of duty by an **Insured**, someone for whom you are legally responsible, or a **Service Provider**, that results in a **Privacy Event**.

BA. Professional Service means those acts or services requiring specialized knowledge, skill, or professional judgement that the **Insured** renders to others pursuant to a written agreement and for a fee or other consideration.

BB. Property Damage means physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that has not been physically injured; provided, however, **Property Damage** does not mean corruption, loss or destruction of **Electronic Data**.

BC. Protected Information means confidential corporate information (including first party corporate information) not available or known to the general public that is in the care, custody, or control of any **Insured**, someone for whom you are legally responsible, or a **Service Provider**.

BD. Regulatory Proceeding means a formal investigation of, or an administrative adjudicative proceeding against, an **Insured** by an administrative or regulatory agency or similar governmental body, including an appeal thereof, commenced by the **Insured's** receipt of a subpoena, investigative demand, complaint or similar document. **Regulatory Proceeding** does not include a **GDPR Proceeding** or a **PCI Demand**.

BE. Reputational Damage Income Loss:

- 1. means the net profit before income taxes that you are prevented from earning, or the additional net loss before income taxes that you incur, due to:
 - a. termination of your service contracts with one or more of your **Clients**;
 - b. reduction in the value of your business and brands; or
 - c. both 1.a. and 1.b. of this definition,
 arising directly from an **Adverse Media Event** concerning an actual or alleged **Security Event** or **Privacy Event**; and
- 2. does not include any:
 - a. contractual penalty;
 - b. expense incurred to identify or remediate **Software** program errors or vulnerabilities;
 - c. **Loss or Defence Cost**;
 - d. cost resulting from an actual interruption or suspension of an **Insured's** business directly caused by a **Security Event**, a **System Failure**, a **Privacy Event**, or a **Media Event**;
 - e. legal cost or expense;
 - f. loss arising out of liability to any third party;

- g. fee or expense for the services of a public relations firm, crisis management firm or law firm to advise an **Insured** on minimizing the harm to an **Insured's** brand or reputation, or restoring public confidence in an **Insured**;
- h. other consequential loss or damage; or
- i. **Breach Cost**.

BF. **Reward Payment** means any amount, consented to by us prior to it being offered by you, for information that leads to the arrest and conviction of any individual committing or trying to commit any illegal act related to a **Cyber Extortion**.

BG. **Securities** means an instrument of investment or contract in the form of a document, such as a stock certificate or bond, providing evidence of its ownership.

BH. **Security Event** means any:

- 1. **Unauthorized Access** to;
- 2. **Unauthorized Use** of;
- 3. physical theft by a person other than an **Insured** of;
- 4. introduction of **Malicious Code** into; or
- 5. **Denial of Service Attack** upon,

Your Computer System causing a breach of **Your Network Security** that results in:

- a. an **Interruption of Service**;
- b. the theft, alteration, destruction, loss, or unauthorized release of **Electronic Data on Your Computer System**;
- c. the denial of an authorized user's access to **Your Computer System**, unless such denial of access is caused by a mechanical or electrical failure outside the control of the **Insured**;
- d. the participation by **Your Computer System** in a **Denial of Service Attack** or digital currency mining directed against a third party's **Computer System**;
- e. the transmission of **Malicious Code** from **Your Computer System** to a third party's **Computer System**; or
- f. the alteration, corruption or destruction of **Digital Assets** or **Protected Information**.

BI. **Security Wrongful Act** means any actual or alleged act, error, omission, neglect, or breach of duty by an **Insured**, someone for whom you are legally responsible, or a **Service Provider**, that results in a **Security Event**.

BJ. **Service Provider** means a business you do not own, operate, or control, but that you hire for a fee pursuant to a written contract to perform services related to the conduct of your business, including but not limited to:

- 1. maintaining, managing, or controlling **Computer Systems**;
- 2. hosting or facilitating your internet website; or
- 3. providing administrative functions, human relations, marketing or other outsourced services to you.

BK. **Social Engineering Fraud Cost** means the **Money** or **Securities** transferred by the **Insured** during a **Social Engineering Fraud Event**.

BL. **Social Engineering Fraud Event** means the transfer of:

- 1. your **Money** or **Securities**; or
- 2. the **Money** or **Securities** of an **Executive Officer** solely with respect to coverage provided under Subsection I.B.12. Social Engineering Theft of Personal Funds Coverage,

to a person, or an account, beyond the **Insured's** control by an employee who is authorized by you to transfer **Money** or **Securities**, or by an employee who is authorized to instruct other employees to transfer **Money** or **Securities**, provided:

- a. such employee is acting in good faith reliance upon a verbal, written, or electronic instruction by a **Fraudulent Third Party** that was purported to be legitimate transfer instructions but, in fact, was fraudulent;
- b. such employee made reasonable attempts to verify the transfer instructions; and

- c. such **Fraudulent Third Party** was acting without the knowledge, authorization, or consent of the **Insured, Client, or Vendor**.

BM. Social Network means any website that allows multiple users to:

1. publish **Content**; or
2. disseminate **Content** electronically to other users.

Such **Content** may include public or private messages, text, images, or video. A **Social Network** does not include any website hosted by any **Insured** or hosted on behalf of any **Insured**.

BN. Software means operations and applications, codes and programs by which **Electronic Data** are electronically collected, transmitted, processed, stored, or received. **Software** does not include **Electronic Data**.

BO. Subsidiary means, subject to Subsection VIII.I. Material Changes, any organization, including non-profit/501(c)3 entities, and including, but not limited to, any limited liability company, while more than 50% of the outstanding voting securities or voting rights representing the present right to vote for election of directors or equivalent executives of such organization is owned or controlled, directly or indirectly, in any combination, by the **Named Insured**.

BP. System Failure means:

1. an accidental, unintentional, or negligent act or an error or omission committed by the **Insured** or the **Service Provider** in the course of:
 - a. data processing, programming, maintenance, service, conversion, modifying, handling, developing, or maintaining **Electronic Data** or **Software**; or
 - b. operating, maintaining, or repair of **Computer Systems**, including the collection, compilation, processing, warehousing, mining, storage, or management of data; and
2. the physical theft of hardware, or components thereof, controlled by you on which **Electronic Data** is stored, by a person other than an **Insured**, from a premises occupied and controlled by you.

BQ. Takeover means:

1. the acquisition by any person or entity or affiliated group of persons or entities of 50% or more of the **Named Insured's** issued and outstanding voting securities representing the present right to vote for the election of the **Named Insured's** directors;
2. the acquisition, divestiture, or sale of more than 50% of your assets or liabilities (as reflected in the **Named Insured's** most recent consolidated financial statement) by or to any person or entity or affiliated group of persons or entities;
3. the appointment of a receiver, conservator, trustee, liquidator, rehabilitator, or any similar official for or with respect to the **Named Insured**; or
4. the **Named Insured's** merger with or consolidation into any other entity such that the **Named Insured** is not the surviving entity.

BR. Unauthorized Access means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.

BS. Unauthorized Use means the use of a **Computer System** by an unauthorized person or persons or by an authorized person or persons in an unauthorized manner.

BT. Vendor means any entity, company, organization, or individual who has a written agreement to provide goods or services to the **Insured**.

BU. Waiting Hours Retention means the dollar amount of **Business Income Loss, Dependent Business Income Loss, and Mitigation and Extra Expenses** incurred by an **Insured** during the Self-Insured Retention/Waiting Period shown in Item 4. of the Declarations for the applicable Insuring Agreement.

BV. Wrongful Act means a **Media Wrongful Act, a Security Wrongful Act, or a Privacy Wrongful Act**.

BW. Your Computer System means a **Computer System**:

1. you lease, own or operate;
2. a **Service Provider** operates;
3. owned by your employees and operated on behalf of you; or

4. owned by the employees of the **Service Provider**, but only while such **Computer System** is operated on behalf of you or such **Service Provider**,

to provide services to you.

BX. Your Network Security means the use of hardware, **Software**, firmware and written security policies and procedures by the **Insured**, or by others on your behalf, to protect against **Unauthorized Access** to, or the **Unauthorized Use** of, **Your Computer System** including the use of **Your Computer System** in a **Denial of Service Attack**.

IV. EXCLUSIONS

This Policy does not apply to **Loss, Defence Costs, or First Party Costs** on account of any **Claim** or **Event**:

A. **Bodily Injury, Mental Anguish or Property Damage**

based upon, arising out of, or attributable to any actual or alleged:

1. **Property Damage**; or
2. bodily injury, mental anguish, emotional distress, pain and suffering, shock, or humiliation, sickness, disease, or death of any person; provided, however, this exclusion does not apply to mental anguish, emotional distress, pain and suffering, or shock resulting from a **Privacy Event**.

B. **Breach of Contract**

based upon, arising out of, or attributable to any contractual liability or obligation or any breach of any contract, warranty, guarantee or promise, including any liability of others assumed by any **Insured**; provided, however, this exclusion shall not apply:

1. if such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise;
2. to any obligation to maintain the confidentiality or security of **Personal Information** or **Protected Information**, solely if such liability arises out of a **Wrongful Act**; or
3. to any obligation to comply with the Payment Card Industry Data Security Standard under a merchant services agreement or similar contract.

C. **Breach of Warranty**

based upon, arising out of, or attributable to any actual or alleged:

1. breach of any warranty, guarantee, or promise of fitness or suitability, whether express, implied, constructive, oral or written;
2. inaccurate, inadequate, or incomplete description of the price of your goods, products or services; or
3. failure of any good, product or service to conform with an advertised quality or performance, provided, however, that this exclusion does not apply to any:
 - a. **Loss or Defence Cost** resulting from any **Claim** made against any **Insured**;
 - b. **Breach Cost** you incur resulting from a **Security Event, Privacy Event, or Media Event**; or
 - c. other amount claimed under any other Coverage that would exist even in the absence of such warranty, guarantee, or promise.

D. **Disclosure of Fees and Guarantees**

based upon, arising out of, or attributable to:

1. incomplete disclosure of the **Insured's** fees; or
2. any guarantee, representation or promise the **Insured** makes relating to contract price, costs, cost savings, return on investment or profitability, including the **Insured's** failure to meet cost guarantees, representations, or contract price.

E. **Dishonest, Fraudulent, Criminal, Malicious, or Intentional Act**

based upon, arising out of, or attributable to:

1. any dishonest, fraudulent, criminal, or malicious act or omission committed by an **Insured**;
2. any intentional or knowing violation of law committed by an **Insured**; or
3. any gaining of or the attempt to gain any profit, remuneration, or financial or non-financial advantage by an **Insured** to which the **Insured** was not legally entitled,

provided, however, we shall pay **Defence Costs** and defend **Claims** until there is a final and non-appealable judgement, adjudication, binding arbitration decision, or finding of fact against such **Insured** or an adverse admission under oath or plea of *nolo contendere* or no contest by such **Insured** that establishes such:

- a. dishonest, fraudulent, criminal or malicious act or omission;
- b. intentional or knowing violation of law; or
- c. gaining of or the attempt to gain profit, remuneration or advantage.

In the event of such final and non-appealable judgement, adjudication, binding arbitration decision, or finding of fact against such **Insured** or an adverse admission under oath or plea of *nolo contendere* or no contest by such **Insured**, where legally permissible, the **Insured** shall reimburse us for any **Defence Cost** paid by us on behalf of such **Insured** resulting from the **Claim**.

In applying this exclusion:

- (1) no such acts, omissions, violations, gains or attempted gains committed by an **Insured Person** shall be imputed to any other **Insured Person**, unless such acts, omissions, violations, gains or attempted gains were committed by, or knowledge thereof was possessed by, an **Executive Officer**; and
- (2) solely with respect to **First Party Coverages**, this exclusion only applies if such acts, omissions, violations, gains or attempted gains were committed by, or knowledge thereof was possessed by, an **Executive Officer**.

F. Downloading, Licensing, Advertising

solely with respect to Subsection I.A.3. Media Liability Coverage, based upon, arising out of, or attributable to:

1. the uploading or downloading of digitized music, movies, **Software**, or video games by persons who allegedly or actually failed to obtain valid licences with respect to such music, movies, **Software**, or video games;
2. licensing fees or royalties ordered, directed or agreed to be paid by the **Insured** pursuant to a judgement, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, slogan, trademark, trade name, trade dress, service mark, service name, or other protected intellectual property; and
3. advertising services performed by the **Insured** on the **Insured's** internet website on behalf of others.

G. Electronic Communications

based upon, directly or indirectly arising out of, or attributable to any action or omission that violates or is alleged to violate:

1. the *Telephone Consumer Protection Act* (U.S.) (TCPA);
2. the *CAN-SPAM Act of 2003* (U.S.);
3. Canada's federal anti-spam legislative Act:
an Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act; and including, all the rules and regulations promulgated under it, any amendment of or addition to it and any aspects of other federal, provincial, territorial or municipal act, law or statute it amends;
4. the Canadian Radio-Television and Telecommunications Commission (CRTC) guidelines;
5. the Canadian Marketing Association's do-not-call list;
6. the *Fair Credit Reporting Act* (U.S.) (FCRA) and the *Fair and Accurate Credit Transactions Act* (U.S.) (FACTA);
7. any federal, state, provincial, territorial, or local statute, ordinance, regulation, or directive other than the items listed above in Subsections IV.G.1. to IV.G.6, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information; or

8. any amendment, addition, or replacement of any statute, ordinance, regulation, rule, or directive shown in IV.G.1. to IV.G.7. above,

provided, however, this exclusion does not apply if such unsolicited electronic dissemination of faxes, electronic mail or other communications to multiple actual or prospective customers by the **Insured** or any other third party was caused by a **Malicious Code** or hacker.

H. Employment Related Practices

based upon, arising out of, or attributable to any actual or alleged wrongful refusal to hire, wrongful dismissal, discharge or termination of employment, violation of employment-related practices or policies, wrongful demotion, coercion, evaluation, reassignment or discipline, retaliation, discrimination, malicious prosecution or employment-related defamation, harassment, humiliation, invasion of privacy, defamation or infliction of emotional distress; provided, however, this exclusion shall not apply to any **Claim** by an individual for a **Privacy Event** relating to the unauthorized disclosure of such individual's **Personal Information**.

I. ERISA and Securities

based upon, arising out of, or attributable to any actual or alleged:

1. violation by an **Insured** of the *Employee Retirement Income Security Act of 1974* (U.S.) (ERISA), the *Canadian Pension Benefits Standards Act*, the *Ontario Pension Benefits Act, 1990*, or any other similar federal, state, provincial, territorial or municipal act;
2. violation by the **Insured** of the *Securities Act of 1933* (U.S.), the *Securities Exchange Act of 1934* (U.S.), the *Investment Company Act of 1940* (U.S.), the *Investment Advisors Act* (U.S.), the *Canadian Securities Act (Ontario)*, or any other foreign, federal, state, provincial, territorial, or local securities law;
3. violation by the **Insured** of any rule or regulation promulgated under the statutes listed in Subsection IV.I.1. or IV.I.2. above, or any other foreign, federal, state, provincial, territorial, or common law similar thereto;
4. deceptive or unfair trade practice, consumer fraud, false or deceptive advertising, or misrepresentation;
5. unfair competition, price fixing, restraint of trade, monopolization, consumer fraud, or other violation of the *Federal Trade Commission Act* (U.S.), the *Sherman Anti-Trust Act* (U.S.), the *Clayton Act* (U.S.), the *Competition Act* (Canada), or any other federal, state, provincial, territorial, local, or common law or rules or regulations involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade, or otherwise protecting competition; or
6. any amendment, addition, or replacement of any statute, ordinance, regulation, rule, or directive shown in IV.I.1. to IV.I.5. above,

provided, however, this exclusion shall not apply to:

- a. a **Regulatory Proceeding** or a **GDPR Proceeding** that may constitute a violation of Section 5(a) of the *Federal Trade Commission Act (15 U.S.C. 45(a))* (U.S.), as amended, including a **Consumer Redress Fund** established in resolving such a **Regulatory Proceeding** or **GDPR Proceeding**; or
- b. an otherwise covered:
 - (1) **Claim** under Subsection I.A.; or
 - (2) **Breach Cost** under Subsection I.B.1.

J. Exceeding the Daily Cap

based upon, arising out of, or attributable to any part of the **Reputational Damage Income Loss** that exceeds the **Daily Cap**.

K. Government Seizure

based upon, arising out of, or attributable to:

1. seizure, confiscation, expropriation, or nationalization of a computer system; or
2. the destruction of a **Computer System** due to the seizure, confiscation, expropriation, or nationalization of such computer system,

by order of any United States or Canadian recognized governmental authority.

L. Insured vs. Insured

based upon, arising out of, or attributable to any **Claim** made by or on behalf of, or at the behest of, or for the benefit of, any **Insured** against any other **Insured**. This exclusion shall not apply to any **Claim** brought by:

1. any **Insured Person** in his or her capacity:
 - a. as your customer or **Client**; or
 - b. as your employee or independent contractor for a **Privacy Event** relating to the theft, loss, unauthorized access, or unauthorized disclosure of such employee's or independent contractor's **Personal Information**; or
2. an entity other than you if any **Insured Person** served as a director or officer of such entity at the time the **Wrongful Act** took place.

M. Intellectual Property

1. based upon, arising out of, or attributable to any actual or alleged theft, infringement, dilution, violation or misappropriation of any patent or trade secret provided, however, this exclusion shall not apply to the extent any **Claim** alleges an inadvertent disclosure of a trade secret that constitutes a **Privacy Event**.
2. except with respect to Subsection I.A.3. Media Liability Coverage, based upon, arising out of, or attributable to any actual or alleged theft, infringement, dilution, violation or misappropriation of any copyright, service mark, trade name, trademark or other intellectual property of any third party.

N. Loss, Transfer or Theft

based upon, arising out of, or attributable to loss, transfer or theft of monies, securities, or tangible property of others in the care, custody, or control of the **Insured**; however, this exclusion does not apply to coverage under Subsection I.B.11. Social Engineering Theft of Funds Held In Trust Coverage.

O. Mechanical Failure

based upon, arising out of, or attributable to any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or **Software** or any other infrastructure; provided, however, this exclusion shall not apply to any failure, interruption, or outage of telephone, cable or telecommunications under the **Insured's** direct control that is the result of an **Insured's Wrongful Act** or a **Security Event** directed against **Your Computer Systems**.

P. Monetary Value

based upon, arising out of, or attributable to the monetary value of any transaction or change in value of any account, including but not limited to: electronic funds transfers, trading losses, trading liabilities, awards, points, coupons, earnings or other intangible property; however, this exclusion does not apply to any **Social Engineering Fraud Event**.

Q. Not Purchased

for coverage under any Insuring Agreement not indicated as purchased in Item 4. of the Declarations.

R. Physical Event

based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.

S. Pollution

based upon, arising out of, or attributable to:

1. the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants** into or on real or personal property, water, or the atmosphere; or
2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**, or any voluntary decision to do so.

T. Prior Notice or Pending or Previous Action

based upon, arising out of, or attributable to:

1. any fact, circumstance, or situation that has been the subject of any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception date of this Policy;

2. any act, error, omission, **Wrongful Act, Event**, fact, circumstance, or situation occurring prior to:
 - a. the inception date of this Policy or the inception date of the first policy in an uninterrupted series of privacy and security liability insurance policies continuously issued by us to you of which this Policy is a renewal, whichever inception date is earlier; or
 - b. the applicable Retroactive Date (if applicable) shown in Item 4. of the Declarations, if on or before such earlier inception date or Retroactive Date (if applicable) any **Executive Officer** becomes aware or receives notification of a **Claim or Event**, or knew that such act, error, omission, **Wrongful Act, Event**, fact, circumstance, or situation could give rise to a **Claim or Event**; or
3. any written demand, action (or suit) or proceeding pending, or order, decree or judgement:
 - a. entered against any **Insured** on or prior to the effective date of this Policy or the effective date of any policy issued by us of which this Policy is a continuous renewal or replacement; or
 - b. alleged or derived from the same or substantially the same **Wrongful Act or Event** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions, or causes.

U. Product or Service Failure

based upon, arising out of, or attributable to:

1. the failure of the **Insured's** products, including **Software**, to perform the function, or serve the purpose, intended by any third party or any **Insured**; or
2. the rendering of or failure to render **Professional Services**,

however this exclusion shall not apply to any obligation to maintain the confidentiality or security of **Personal Information** or **Protected Information**, solely if such liability arises out of a **Wrongful Act**.

V. Taxes, Fines or Penalties

based upon, arising out of, or attributable to any tax, fine, penalty, or monetary assessment imposed:

1. by any self-regulating organization;
2. by the Payment Card Industry Security Standards Council or similar organization; or
3. due to any rule, program, by-law, policy, procedure, regulation, or requirement by any payment card company,

unless such taxes fines, sanctions, penalties, or monetary assessments:

- a. are imposed pursuant to **Privacy Regulations**, or
- b. result from a **Regulatory Proceeding**, a **GDPR Proceeding**, or a **PCI Demand**.

W. Violation of Disabilities Acts

based upon, arising out of, or attributable to any actual or alleged violation of the of the *Americans with Disabilities Act of 1990, 42 USC §§ 12101-12213 (2008)*(U.S.), the *Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32*, or any similar federal, state, provincial, territorial, local or foreign statute, regulation, or common law, or any amendment, addition, or replacement of any statute, ordinance, regulation, rule, or directive shown in this exclusion.

X. Violation of Imposed Responsibilities, Obligations or Duties

based upon, arising out of, or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by any of the following:

1. any law governing workers' compensation, unemployment insurance, Old Age Security, social security or disability benefits, or similar law;
2. the *Fair Labor Standards Act* (U.S.) (except the *Equal Pay Act* (U.S.)), the *Canada Labour Standards Regulations*, and any other law concerning wage and hour practices, including, but not limited to any **Claim** for off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversions, unjust enrichment, or unfair business practices;
3. any law governing the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including but not limited to the *National Labor Relations Act* (U.S.), the *Canada Labour Code* (R.S.C., 1985, c. L-2), or the enforcement of any collective bargaining agreement;
4. the *Worker Adjustment and Retraining Notification Act* (U.S.);

5. the *Consolidated Omnibus Budget Reconciliation Act of 1985* (U.S.);
6. the *Occupational Safety and Health Act* (U.S.) or the *Canada Occupational Health and Safety Regulations* (SOR/86-304);
7. the *Racketeer Influenced and Corrupt Organizations Act* (U.S.);
8. the *Federal False Claims Act* (U.S.);
9. any rules or regulations promulgated under any of such statutes or laws shown in IV.Y.1. to IV.Y.8. above or similar provisions of any federal, state, provincial, territorial, local or foreign statutory law or common law; or
10. any amendment, addition, or replacement of any statute, ordinance, regulation, or directive shown in IV.Y.1. to IV.Y.9. above.

Y. War or Civil Unrest

based upon, arising out of, or attributable to:

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, riot, usurped power, or action taken by governmental authority in hindering or defending against any of these,

however, this exclusion does not apply to **Cyberterrorism**. For the purpose of this exclusion, war shall also mean kinetic war.

Z. Without Insured Allegation

based upon, arising out of, or attributable to an **Adverse Media Event** that affects or refers to:

1. a general security issue;
2. an industry issue; or
3. any specific competitor issue,

without any specific allegation regarding the **Insured**.

V. LIMITS OF LIABILITY

A. Aggregate Policy Limit of Liability

Our maximum liability for all payments under all Coverages purchased under this Policy shall not exceed the amount shown in Item 3. of the Declarations as the Aggregate Policy Limit of Liability.

B. Liability Coverages Limits of Liability

Subject to Subsection V.A.:

1. Our maximum liability for all **Loss** and, where legally permissible, **Defence Costs** on account of all **Claims for Wrongful Acts** covered under each Insuring Agreement of Subsection I.A., LIABILITY COVERAGES as purchased and shown in Item 4. of the Declarations shall not exceed the respective Aggregate Limit of Liability shown in Item 4. of the Declarations for each such purchased Insuring Agreement.
2. Our maximum liability for all **Loss** and, where legally permissible, **Defence Costs** on account of each **Claim for Wrongful Acts** covered under each Insuring Agreement of Subsection I.A., LIABILITY COVERAGES as purchased and shown in Item 4. of the Declarations shall not exceed the respective Each **Claim/Event** Limit of Liability shown in Item 4. of the Declarations for each such purchased Insuring Agreement.
3. Our maximum liability for **Loss** and, where legally permissible, **Defence Costs** payable under the Payment Card Industry Demand Coverage Insuring Agreement Aggregate Limit of Liability as purchased and shown in Item 4. of the Declarations is part of and not in addition to the Regulatory Proceedings Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations.

C. First Party Coverages Limits of Liability

Subject to Subsection V.A.:

1. Our maximum liability for all **First Party Costs** on account of all **Events** covered under each Insuring Agreement of Subsection I.B., FIRST PARTY COVERAGES as purchased and shown in Item 4. of the Declarations shall not exceed the respective Aggregate Limit of Liability shown in Item 4. of the Declarations for each such purchased Insuring Agreement.
2. Our maximum liability for all **First Party Costs** on account of each **Event** covered under each Insuring Agreement of Subsection I.B., FIRST PARTY COVERAGES as purchased and shown in Item 4. of the Declarations shall not exceed the respective Each **Claim/Event** Limit of Liability shown in Item 4. of the Declarations for each such purchased Insuring Agreement.
3. Our maximum liability for any **First Party Cost** payable under the Dependent Business Income Loss Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations is part of and not in addition to the Business Income Loss Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations.
4. Our maximum liability for any **First Party Cost** payable under the System Failure Dependent Business Income Loss Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations is part of and not in addition to the System Failure Business Income Loss Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations.
5. Our maximum liability for any **First Party Cost** payable under the Reward Payment Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations is part of and not in addition to the Cyber Extortion Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations.
6. Our maximum liability for any **Reputational Damage Income Loss** is subject to the **Daily Cap** shown in Item 4. of the Declarations.
7. Our maximum liability for any **First Party Cost** payable under both the Social Engineering Theft of Funds Held In Trust Coverage and the Social Engineering Theft of Personal Funds Coverage Insuring Agreements Aggregate Limit of Liability shown in Item 4. of the Declarations are part of and not in addition to the Social Engineering Funds Transfer Fraud Event Coverage Insuring Agreement Aggregate Limit of Liability shown in Item 4. of the Declarations.

VI. SELF-INSURED RETENTIONS, WAITING PERIODS, SINGLE CLAIMS, AND SINGLE EVENTS

- A.
 1. Our liability for **Loss, Defence Costs, and First Party Costs** on account of each **Claim, Regulatory Proceeding, GDPR Proceeding, PCI Demand, or Event** under each Insuring Agreement shall apply only to that part of such **Loss, Defence Cost, and First Party Cost** in excess of the applicable Self-Insured Retention/Waiting Period shown in Item 4. of the Declarations for each such purchased Insuring Agreement.
 2. We shall have no obligation for any **Loss, Defence Cost, or First Party Cost** within such Self-Insured Retention/Waiting Period detailed in Subsection VI.A.1. We may, however, elect to pay all or any part of the Self-Insured Retention to effect a settlement of any matter covered hereunder and, upon notice of such action by us, the **Insured** must promptly reimburse us for the Self-Insured Retention paid by us. All Self-Insured Retention/Waiting Period amounts shall be borne by, or on behalf of, the **Insured** at their own risk.
- B. In the event more than one Self-Insured Retention/Waiting Period applies to any **Claim or Event**, the maximum total Self-Insured Retention/Waiting Period applicable to such **Claim or Event** shall be the largest of such applicable Self-Insured Retention/Waiting Period.
- C. With respect to the Insuring Agreements for Subsections I.B.2. to I.B.5., the applicable Self-Insured Retention/Waiting Period is the greater of:
 1. the applicable dollar Self-Insured Retention amount; or
 2. the **Waiting Hours Retention**,set forth in Item 4. of the Declarations for the respective Insuring Agreement. The **Business Income Loss, Dependent Business Income Loss, and Mitigation and Extra Expense** applicable to the Self-Insured Retention/Waiting Period shall be computed as of the start of the **Interruption of Service**.
- D. No Self-Insured Retention/Waiting Period applies to the Insuring Agreement for Subsection I.B.8.
- E. With respect to the Insuring Agreement for Subsection I.B.9., we shall pay only **Reputational Damage Income Loss** in excess of the **Adverse Media Waiting Period**.

- F. All **Claims** arising out of the same **Wrongful Act** or associated **Regulatory Proceedings, GDPR Proceedings, or PCI Demands** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.
- G. All **Events** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes shall be deemed one **Event**, and such **Event** shall be deemed to be first made on the date the earliest of such **Events** is first made, regardless of whether such date is before or during the **Policy Period**.

VII. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If we or the **Named Insured** cancels or does not renew this Policy, other than for nonpayment of premium, we shall provide an automatic extension of coverage for a period of 60 days immediately after the termination of the **Policy Period** with respect to any **Claim** first made against any **Insured** and reported to us in writing within such 60 day period (Automatic Extended Reporting Period), but only with respect to any **Wrongful Act** committed on or after the applicable Retroactive Date and before the earlier of a **Takeover**, if applicable, or the termination of the **Policy Period**. No additional premium shall be payable for such Automatic Extended Reporting Period.

B. Optional Extended Reporting Period

If we or the **Named Insured** cancels or does not renew this Policy, other than for nonpayment of premium, the **Named Insured** shall have the right, upon payment of the percentage shown in Item 5. of the Declarations of the annual premium of this Policy, to an extension of the coverage granted by this Policy for the additional number of years shown in Item 5. of the Declarations immediately following the termination of the **Policy Period** with respect to any **Claim** first made against any **Insured** and reported to us in writing within such period (Optional Extended Reporting Period), but only with respect to any **Wrongful Act** committed on or after the applicable Retroactive Date and before the earlier of a **Takeover**, if applicable, or the termination of the **Policy Period**.

This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given to us within 60 days following the effective date of cancellation or nonrenewal.

In the event of the purchase of the Optional Extended Reporting Period, the entire premium for the Optional Extended Reporting Period shall be deemed earned at its commencement.

- C. Any **Claim** first made during the **Extended Reporting Period**, if applicable, shall be considered made during the **Policy Period**. If the Optional Extended Reporting Period is purchased, the Automatic Extended Reporting Period shall be included within and not in addition to the Optional Extended Reporting Period, and we shall issue an endorsement that sets forth the extended period of coverage. A change in Policy terms, conditions, exclusions or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the **Extended Reporting Period**.

VIII. GENERAL CONDITIONS AND LIMITATIONS

A. Alteration, Assignment, and Headings

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by our authorized representative.

The titles and headings to the various sections, subsections, and endorsements of this Policy, as well as the schedule of endorsements attached to this Policy, are included solely for ease of reference and do not in any way limit coverage, expand coverage, or otherwise affect the provisions or existence of such sections, subsections, or endorsements.

B. Alternative Dispute Resolution (ADR)

We and the **Named Insured** shall submit any dispute or controversy arising out of or relating to this Policy to non-binding mediation. Unless otherwise agreed by the parties, such non-binding mediation shall be administered by the Canadian Arbitration Association in accordance with its then-prevailing Commercial Mediation Rules.

If the dispute is not resolved in the mediation, then either party to the mediation may thereafter commence a judicial proceeding against the other party with respect to such dispute, provided that neither party may commence such a judicial proceeding prior to 90 days following termination of the mediation.

The parties to the mediation shall share equally the fees and expenses of the mediator as well as other common expenses of the mediation process.

C. Authorization Clause

By acceptance of this Policy, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to termination of this Policy, paying premiums, receiving any return premium that may become due under this Policy, agreeing to endorsements, and giving or receiving of notices, including but not limited to notices for **Claims** or **Events** provided for in this Policy. All **Insureds** agrees that the **Named Insured** shall act on their behalf.

No action shall lie against us unless, as a condition precedent thereto, the **Named Insured** or the **Insured**, or both the **Named Insured** and the **Insured**, have complied fully with all the terms of this Policy.

D. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve us of our obligations under this Policy nor deprive us of our rights or defences under this Policy.

In the event a liquidation or reorganization proceeding is commenced by or against an **Insured** pursuant to the United States *Bankruptcy Code* or the *Canadian Bankruptcy and Insolvency Act*, both as amended, or any similar foreign, state, provincial, territorial, or local law, you and the **Insured Persons** hereby:

1. waive and release any automatic stay or injunction that may apply in such proceeding to this Policy or its proceeds under such bankruptcy law, and
2. agree not to oppose or object to any effort by us, you, or any **Insured Person** to obtain relief from any such stay or injunction.

E. Cooperation

The **Insured** agrees not to offer to settle or to settle any **Claim**, incur any **Defence Cost** or otherwise assume any contractual obligation, admit any liability or stipulate to any judgement with respect to any **Claim** without our written consent, such consent shall not be unreasonably withheld. We shall not be liable for any offer to settle, settlement, **Defence Cost**, assumed obligation, admission, or stipulated judgement to which we have not given our prior consent.

We shall have the right and shall be given the opportunity to conduct any investigation we deem necessary and to effectively associate with the **Insured** in the investigation, defence and settlement, including but not limited to the negotiation of a settlement, of any **Claim** or **Event** that is or reasonably could be covered in whole or in part by this Policy.

The **Insured** agrees to provide us with all information, assistance and cooperation that we reasonably request and agrees that in the event of a **Claim** or **Event**, the **Insured** shall do nothing that shall prejudice our position or our potential or actual rights of recovery. However, no **Insured Person's** failure to comply with any obligation under this Subsection VIII.E. shall be imputed to any other **Insured Person** for the purpose of determining an **Insured's** compliance with this Subsection VIII.E.

F. Legal Action Against Us

No person or organization has a right under this Policy:

1. to join us as a party or otherwise bring us into a **Claim**; or
2. to sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final and non-appealable judgement against an **Insured**; but we shall not be liable for sums that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability agreed to by us, the **Insured**, and the claimant (or the claimant's legal representative).

G. Liberalization

If we adopt any revision to or replacement of this Policy form within 45 days prior to or during the **Policy Period** whereby such new policy form broadens the coverage available under this Policy for which no additional premium is recommended, such broadened coverage shall immediately apply to this Policy

without additional premium, provided that the following terms of this Policy shall not be amended by reason of this Subsection:

1. the **Policy Period**;
2. the Aggregate Policy Limit of Liability shown in Item 3. of the Declarations;
3. any applicable Limit of Liability shown in Item 4. of the Declarations;
4. any applicable Self-Insured Retention/Waiting Period shown in Item 4. of the Declarations;
5. any **Retroactive Date** shown in Item 4. of the Declarations; and
6. any Coverage not specifically purchased for this Policy.

H. Material Changes

1. Acquisition or Formation of Subsidiary

- a. If, during the **Policy Period**, the **Named Insured** acquires or forms any **Subsidiary**, then the coverage of this Policy shall automatically apply to such acquired or formed organization and its **Insured Persons** from the date of such acquisition or formation, unless the annual revenue of such acquired or formed organization immediately preceding such acquisition or formation is more than 20% of the consolidated annual revenue of the **Named Insured's** revenues immediately preceding such acquisition or formation.
- b. If, during the **Policy Period**, the **Named Insured** acquires or forms any **Subsidiary** and the annual revenue of such acquired or formed organization immediately preceding such acquisition or formation is more than 20% of the consolidated annual revenue of the **Named Insured's** revenues immediately preceding such acquisition or formation, coverage for such acquired or formed organization and its **Insured Persons** shall apply from the date of such acquisition or formation and be conditioned upon:
 - (1) the **Named Insured** notifying us in writing within 90 days of the acquisition or formation of such organization;
 - (2) our receiving full information including an application as we deem necessary;
 - (3) the **Named Insured's** agreement to any modification, premium adjustment, or both modification and premium adjustment, to this Policy that we may require with respect to such organization;
 - (4) our agreement in writing to provide such coverage; and
 - (5) the **Named Insured's** payment of any additional premium when due.
- c. Coverage under this Policy for any **Subsidiary** formed or acquired during the **Policy Period** and its **Insured Persons** shall apply only to **Wrongful Acts, Regulatory Proceedings, GDPR Proceedings, PCI Demands, or Events** occurring after the **Named Insured's** acquisition or formation of such **Subsidiary**.

2. Cessation of Subsidiaries

If any organization ceases to be a **Subsidiary**, no coverage shall be provided under this Policy with respect to any such organization and its **Insured Persons** for any:

- a. **Wrongful Act** by any such organization or persons,
- b. **Event, Regulatory Proceeding, GDPR Proceeding, or PCI Demand** involving such organization or persons; or
- c. amount claimed under any Coverage incurred or sustained by any such organization or persons, after the date such organization and its **Insured Persons** ceased to be a **Subsidiary**.

3. Acquisition or Bankruptcy of the Named Insured

If during the **Policy Period** a **Takeover** occurs, then such coverage as existed under this Policy before such **Takeover** shall continue in full force and effect for any **Wrongful Act, Regulatory Proceeding, GDPR Proceeding, PCI Demand, or Event** occurring before such **Takeover**. However, solely with respect to the events shown under Subsections III.BQ.1., III.BQ.2., and III.BQ.4. of the definition of **Takeover**, coverage shall cease with respect to any **Wrongful Act, Regulatory Proceeding, GDPR Proceeding, PCI Demand, or Event** occurring after such **Takeover**.

The occurrence of a **Takeover** shall not affect the **Insured's** right to purchase an **Extended Reporting Period** unless all premium due for the remainder of the **Policy Period** has not been fully paid within 30 days of the effective date of such event, in which case the **Insured** shall have no right to purchase the **Extended Reporting Period**.

I. Other Insurance

1. The insurance afforded by this Policy is excess over any valid and collectible insurance available to an **Insured**. However:
 - a. this insurance shall be primary to any insurance specifically arranged by an **Insured** to apply in excess of this insurance; and
 - b. when this Policy and any other coverage form or policy covers on the same basis, either excess or primary, we shall pay only our share. Our share is the proportion that the Limit of Liability of our Policy bears to the total of the limits of all coverage forms and policies covering on the same basis.
2. Coverage provided under Subsection I.B.9. for any **Reputational Damage Income Loss** that is first discovered during the 90 days immediately following the termination of the **Policy Period** shall expressly be excess of any valid and collectible insurance available to an **Insured**.
3. Coverage provided under Subsection I.B.10., I.B.11., and I.B.12. for any **Social Engineering Fraud Cost** shall expressly be excess of any coverage provided by any commercial crime coverage or crime policy maintained by the **Insured**.
4. This Policy is written as specific excess of coverage available under any **Extended Reporting Period**.

J. Policy Termination and Nonrenewal

This Policy shall terminate at the earliest of the effective date of nonrenewal of this Policy or the effective date of cancellation, as described below.

1. Cancellation

- a. The **Named Insured** may cancel this Policy by surrender of this Policy to us or by giving prior written notice to us stating when such cancellation shall take effect.
- b. This Policy may not be cancelled by us except for one or more of the following reasons:
 - (1) nonpayment of premium; or
 - (2) fraud or material misrepresentation affecting this Policy.
- c. Written notice of cancellation shall be mailed or delivered by us to the **Named Insured** at least:
 - (1) 15 days prior to the effective date of cancellation, if this Policy is cancelled for nonpayment of premium; or
 - (2) 60 days prior to the effective date of cancellation, if this Policy is cancelled for any reason other than nonpayment of premium.
- d. In the event of cancellation, we shall refund the unearned premium computed pro rata.

2. Nonrenewal

If we elect not to renew this Policy, we shall mail to the **Named Insured** written notice thereof at least 60 days prior to the expiration of the **Policy Period** unless:

- a. the reason for the nonrenewal is due to the nonpayment of premium; or
- b. the **Named Insured** has obtained replacement coverage with another insurance company.

Our offer of renewal terms and conditions or premium different than those in effect prior to the renewal shall not constitute an election by us not to renew this Policy.

3. Notice

We shall send all notices required under this Subsection VIII.J. by certified mail or registered mail to the **Named Insured** at the address in Item 1. of the Declarations, and by mail or electronic mail to the **Named Insured's** authorized agent or broker, if any. Proof of mailing shall be sufficient proof of notice.

K. Reporting and Notice

1. The following applies to all **Liability Coverages** and **First Party Coverages**:
 - a. General Notice and Duties Provisions
 - (1) Except as otherwise provided in this Policy, all notices under any provision of this Policy shall be in writing and given by prepaid express courier, certified mail, registered mail, electronic mail, or fax properly addressed to the appropriate party. Notice to the **Insured** may be given

to the **Named Insured** at the address as shown in Item 1. of the Declarations. Notice to us shall be given to the applicable address shown in Item 6. of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier, subject to proof of transmittal.

(2) In the event of any claim under any Coverage, the **Insured** must:

(a) cooperate with us in our investigation; and

(b) allow us to question the **Insured** under oath at such times as may be reasonably required regarding the **Insured's** books, records, and any other matter relating to such claim for coverage.

b. Non-Disclosure of Notice as Required by Law Enforcement

If the **Insured** receives a request or order from a law enforcement authority or other governmental agency to not disclose certain information about an actual or possible **Privacy Event, Security Event, or Cyber Extortion**, the notice shall be considered timely under this Policy if:

(1) as soon as practicable after receipt such request, your **Executive Officer** or employee requests permission to share such information with us;

(2) you withhold from us only that portion of the information that has been expressly instructed not to share with us; and

(3) you provide full notice of such **Claim** or **Event** to us as soon as legally permitted.

2. The following applies to **Liability Coverages**:

a. Notice of Claim and Insured's Duties

As a condition precedent to the **Insured's** rights under Subsection I.A. LIABILITY COVERAGES, the **Insured** must give us written notice of any **Claim** made against the **Insured** as soon as practicable after it is made, once any **Executive Officer** becomes aware or receives notification of such **Claim**, but in no event later than:

(1) ninety days after the termination of the **Policy Period**; or

(2) the termination of the **Extended Reporting Period**, if exercised.

b. Notice of Circumstances and Insured's Duties

If, during the **Policy Period**, any **Executive Officer** becomes aware of any specific **Wrongful Act** that may reasonably give rise to a future **Claim** covered under this Policy and gives written notice to us during the **Policy Period** of:

(1) the identity of the potential claimants;

(2) a description of the anticipated **Wrongful Act** allegations;

(3) the identity of the **Insured** allegedly involved;

(4) the circumstances by which the **Insured** first became aware of the **Wrongful Act**;

(5) the consequences that have resulted or may result; and

(6) the nature of the potential damages;

then any **Claim** that arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was first received by us.

3. The following applies to **First Party Coverages**:

a. Notice and Duties for Events Applicable to Subsections I.B.1. and I.B.9.

With respect to insurance provided under the Insuring Agreements for Breach Cost Coverage or Reputational Damage Coverage, you must give us prompt written notice of an occurrence as soon as practicable after discovery, but in no event later than 90 days after any **Executive Officer** becomes aware or receives notification of such occurrence and in no event later than 90 days after expiration of the **Policy Period**.

Within six months after such discovery of such occurrence, you must furnish us with a written proof of your claimed loss, duly sworn to, with full particulars.

No legal proceedings for the recovery of any amount may be brought prior to the expiration of 60 days after your original proof of loss is submitted to us or more than 12 months after such discovery of such occurrence.

- b. Notice and Duties for Events Applicable to Subsections I.B.2., I.B.3., I.B.4., I.B.5., I.B.6., I.B.10., I.B.11., I.B.12., and I.B.13.

With respect to insurance provided under the Insuring Agreements for Business Income Loss Coverage, Dependent Business Income Loss Coverage, System Failure Business Income Loss Coverage, System Failure Dependent Business Income Loss Coverage, Digital Asset Replacement Expense Coverage, Social Engineering Funds Transfer Fraud Event Coverage, Social Engineering Theft of Funds Held In Trust Coverage, Social Engineering Theft of Personal Funds Coverage, or Claim Avoidance Coverage, you must give us prompt written notice of an occurrence as soon as practicable, but in no event later than 90 days after such occurrence, and in no event later than 90 days after expiration of the **Policy Period**.

Within six months after such occurrence, you must furnish us with a written proof of its claimed loss, duly sworn to, with full particulars.

No legal proceedings for the recovery of any amount may be brought prior to the expiration of 60 days after your original proof of loss is submitted to us or more than 12 months after the occurrence.

- c. Notice and Duties for Events Applicable to Subsections I.B.7 and I.B.8.

With respect to insurance provided under the Insuring Agreements for Cyber Extortion Coverage or Reward Payment Coverage, you must provide us with prompt written notice as soon as practicable of an occurrence, but in no event later than 90 days after you first receive a **Cyber Extortion**.

Within six months after such receipt of a **Cyber Extortion**, you must furnish us with a written proof of your claimed loss, duly sworn to, with full particulars.

No legal proceedings for the recovery of any amount may be brought prior to the expiration of 60 days after your original proof of loss is submitted to us or more than 12 months after such receipt of a **Cyber Extortion**.

- d. Mitigation

You must take all reasonable steps and measures to limit or mitigate any **First Party Cost** and must take all reasonable steps to protect **Computer Systems, Personal Information, or Protected Information** from further loss or damage.

L. Representations and Severability

1. Representations

The **Executive Officers** represent, warrant and acknowledge that the declarations, agreements, representations and warranties in the written **Application** for this Policy are true and complete, are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy. This Policy is issued in reliance upon the truth and completeness of such representations.

2. Severability

Such written **Application** for coverage shall be construed as a separate **Application** by each of the **Insured Persons**. No statement in the **Application** or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available. Only the statements in the **Application** made by and knowledge possessed by any of your **Executive Officers** or any person serving in a functionally equivalent position for you, shall be imputed to all **Insureds** for the purpose of determining if coverage is available for any **Insured**.

However, in the event that such written **Application** contains misrepresentations or omissions made with the intent to deceive or which materially affect either the acceptance of the risk or the hazard assumed by us under the Policy, then coverage shall be void *ab initio* as to:

- a. any **Insured Person** who knew of such misrepresentations or omissions (whether or not such individual knew such **Application** contained such misrepresentations or omissions); or
- b. any **Insured** if any **Executive Officer** or signor of the **Application** knew of such misrepresentations or omissions).

M. Subrogation

In the event of any payment under this Policy, we shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery, and the **Insured** shall execute all papers required and shall do

everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us effectively to bring action or suit in the name of the **Insured**.

We shall waive our right to be subrogated to all of the **Insured's** rights of recovery, provided the **Insured** has waived their rights of recovery in a written contract or written agreement with your customer or **Client** that is executed prior to an event that may give rise to a **Claim of Event**.

All recoveries (except from sureties, insurance, reinsurance or indemnity taken by or for our benefit) obtained after any payment under this Policy, less the actual cost of recovery, shall be applied and distributed as follows:

1. first, to satisfy your liability for amounts that would have otherwise been paid under this Policy but for being in excess of the applicable Limit of Liability;
2. second, to reimburse us for any amount we paid; and
3. third, to you to satisfy any Self-Insured Retention you incurred.

N. Territory and Currency

1. All premiums, Limits of Liability, Self-Insured Retentions, and other amounts under this Policy are expressed and payable in the currency of Canada. If judgement is rendered, settlement is denominated or another element of loss under this Policy is stated in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the applicable rate of exchange as published in *The Globe and Mail* as of the date the judgement is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively, or, if not published on such date, the next date of publication of *The Globe and Mail*.
2. This Policy applies to **Wrongful Acts** occurring, **Claims** made, **Events** occurring, and any other loss, cost, expense, or damage claimed under any other coverage, anywhere in the world, to the extent permitted by applicable law.

O. Valuation

1. Business Income Loss Coverage, Dependent Business Income Loss Coverage, System Failure Business Income Loss Coverage, and System Failure Dependent Business Income Loss Coverage
Business Income Loss and **Dependent Business Income Loss** shall be calculated on an hourly basis based on the actual **Business Income Loss** and **Dependent Business Income Loss** you sustain during the time period in which **Your Computer System** is affected by the **Interruption of Service**.

In determining the amount of net profit or loss and expenses covered under Business Income Loss Coverage, Dependent Business Income Loss Coverage, System Failure Business Income Loss Coverage, and System Failure Dependent Business Income Loss Coverage, we shall give due consideration to your net profit or loss before the **Interruption of Service** occurred and your probable net profit or loss if no **Interruption of Service** had occurred. However, such net profit or loss calculations shall not include, and this Policy shall not cover, net income that would likely have been earned as a result of an increase in the volume of your business due to favourable business conditions caused by the impact of any event similar to an **Event** suffered by other businesses. You shall provide us with access to all relevant sources of current and up to five years of prior information, including, but not limited to:

- a. your financial records, tax returns, accounting procedures;
 - b. bills, invoices and other vouchers; and
 - c. deeds, liens and contracts.
2. Digital Asset Replacement Expense
 - a. If you cannot restore **Digital Assets** but can recollect such **Digital Assets**, then **Digital Assets Replacement Expenses** shall be limited to the actual cost you incur to recollect such **Digital Assets**.
 - b. If you cannot restore or recollect **Digital Assets**, then **Digital Assets Replacement Expenses** shall be limited to the actual cost you incur to reach this determination.
 3. Reputational Damage Income Loss

Reputational Damage Income Loss shall be calculated on an hourly basis based on the actual **Reputational Damage Income Loss** you sustain during the **Period of Indemnity**. In determining the amount of net profit or loss and expenses covered under **Reputational Damages Income Loss**, we shall give due consideration to your net profit or loss before the **Adverse Media Event** occurred

and your probable net profit or loss if no **Adverse Media Event** had occurred. However, such net profit or loss calculations shall not include, and this Policy shall not cover, net income that would likely have been earned as a result of an increase in the volume of your business due to favourable business conditions caused by the impact of any event similar to an **Adverse Media Event** suffered by other businesses. You shall provide us with access to all relevant sources of information, including, but not limited to:

- a. your financial records, tax returns, accounting procedures;
- b. documentation of your trends and variations in, or other circumstances affecting you before or after the **Adverse Media Event** that would have affected you had no **Adverse Media Event** happened;
- c. bills, invoices and other vouchers; and
- d. deeds, liens and contracts.

7.	Cyber Extortion Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable
8.	Reward Payment Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.7. Cyber Extortion Coverage Aggregate Limit of Liability	Not applicable	Not applicable
9.	Reputational Damage Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Subject to the Daily Cap limit of \$1,000,000	Subject to the Daily Cap limit of \$1,000,000	hours (Adverse Media Waiting Period)	
10.	Social Engineering Funds Transfer Fraud Event Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				Not applicable
11.	Social Engineering Theft of Funds Held In Trust Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.10. Social Engineering Funds Transfer Fraud Event Coverage Aggregate Limit of Liability		Not applicable
12.	Social Engineering Theft of Personal Funds Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No		Part of and not in addition to the B.10. Social Engineering Funds Transfer Fraud Event Coverage Aggregate Limit of Liability		Not applicable
13.	Claim Avoidance Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Item 5. Optional Extended Reporting Period:

- A. year(s) for % of the annual premium
- B. year(s) for % of the annual premium
- C. year(s) for % of the annual premium

Item 6. Notices to us:

- A. Address for notice of **Claims, Circumstances** or **Events**:
Zurich Insurance Company Ltd
First Canadian Place, 100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9
Phone: 1-866-345-3454; Fax: 1-877-977-8077
E-mail: claims@zurich.com
- B. Address for all other notice:
MSG-Specialty E&O
Zurich Insurance Company Ltd
First Canadian Place, 100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9

Item 7. Endorsements Effective At Inception: See Schedule of Forms and Endorsements

Item 8. Policy Premium:

- A. Coverage Premium:
 - B. Taxes/Surcharges/Assessments:
 - C. Other Fees:
 - D. Total Premium:
- Schedule of Taxes/Surcharges/Assessments