JOSEPH POWELL

2130 MORMON TREK BLVD
IOWA CITY IA 52246

BP 6033635 01

WILLOW CREEK HOMEOWNERS ASSOCI
PO BOX 5611
CORALVILLE IA 52241

IMPORTANT INFORMATION ABOUT YOUR ENCLOSED RENEWAL OFFER DOCUMENTS

Thank you for allowing us to continue to serve your insurance needs.

Your renewal offer documents are included with this notice. They consist of your new declaration page(s), along with any new or amended endorsements. In an effort to reduce the amount of paper sent to you, we are only including those policy materials that are required for renewal or have changed for this renewal period. Your new declaration page(s) list the policy forms and endorsements applicable to your renewal policy. The forms or endorsements listed, but not enclosed with this renewal, can be located in your current or prior policy.

You may request a copy of your complete policy at any time through your Farm Bureau agent or the Commercial Call Center at 800-526-7270. You may also contact your agent with any questions about this notice or your specific insurance coverage.

We appreciate your business and look forward to continuing to serve you.

IMPORTANT NOTICE TO IOWA POLICYHOLDERS:

NOTICE REGARDING THE DETERMINATION OF ACTUAL CASH VALUE IN CLAIMS SETTLEMENTS

Dear Policyholder:

Some coverage forms provide that losses will be settled based on the "actual cash value" of the damaged or stolen property. The actual cash value of damaged property will be the lesser of:

1. the market value of the property at the time of the loss
2. the amount which it would cost to repair or replace the damaged property with property of like kind and quality, less allowance for depreciation and physical deterioration, including obsolescence

We are providing this notice as required by the Iowa Insurance Division. **This Notice does not form a part of your insurance contract.** After reviewing your policy, please contact your Agent if you have any questions regarding your coverage.

We appreciate that you have given us the opportunity to serve your insurance needs. Thank you for insuring with us!

FARM BUREAU FINANCIAL SERVICES

WILLOW CREEK HOMEOWNERS ASSOCI
PO BOX 5611
CORALVILLE IA 52241

Policy Number: BP 6033635 01
Date Notice Mailed: January 13, 2026

RE: ACCESSING SERVICES AND TOOLS FOR YOUR DATA BREACH COVERAGE

Thank you for choosing Farm Bureau Financial Services for your business insurance needs. As part of your Data Breach Coverage, we have partnered with CyberScout, a TransUnion brand, to provide you with access to a Data Breach Risk Management website that will help you prepare your business for the complexities and nuances of data security without the expense of hiring in-house expertise.

Data Breach Risk Management

As an educational resource, the proactive Data Breach Risk Management site can provide you with the tools you need to better protect the sensitive data of your business and teach you how to respond appropriately in the event of a data breach.

- **Online Business Identity Vault:** An online encrypted business vault to securely store important business data and other sensitive documents and images.
- **Password Manager:** A secure password storage and password generator tool for your online accounts.
- **Business Security Self-Assessment:** Helps you identify and fix data security gaps in your business.
- **Data Breach Readiness Toolkit:** A guide for small business owners on common breach response requirements and best practices.
- **Educational Resources:** Data breach scenarios, articles and best practices.

To access the Data Breach Risk Management site:

Go to **http://myidentity.cyberscout.com/databreach** and log in using the following credentials:

Global Access Code: **databreach1**

After your initial login you will be required to create your own unique credentials for future use of the site. If you have any issues with logging in, you can contact the CyberScout Business Identity Center at 844-565-0053.

For additional details or questions regarding Data Breach Coverage, please contact your agent.

In the event you suspect that your business has sustained a data breach, please contact our claims department immediately at 1-800-226-6383.

ADVISORY NOTICE TO POLICYHOLDERS

REVISIONS TO DATA BREACH COVERAGE

This Notice does not form part of your policy. No coverage is provided by this notice nor can it be construed to replace any provision of your policy (including its endorsements). You should read your policy (including its endorsements) and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy (including its endorsements) and this notice, **THE PROVISIONS OF THE POLICY (INCLUDING ITS ENDORSEMENTS) SHALL PREVAIL.**

This notice has been prepared in conjunction with the implementation of a change in the **Data Breach Coverage** endorsement. If you have any questions regarding your policy and endorsements or these changes, please contact your agent.

Key Changes to the Third Party Liability Coverage Insuring Agreement:

- In your expiring policy, the Insuring Agreement contained both Damages and Claim Expenses. With your renewal policy, Claim Expenses are no longer listed because the revised definition of Damages now includes Claim Expenses for Third Party Claims. In your renewal policy, Data Compromise – Privacy replaces Privacy Wrongful Act.
- In your expiring policy, the Insuring Agreement contained language "first discovered by you during the Endorsement Period or within thirty (30) days after the end of the Endorsement Period." With your renewal policy, this language is revised to indicate that all events must be discovered during the Endorsement Period. This change represents a reduction in coverage.
- In your renewal policy the Third Party Liability Coverage has been separated into four Insuring Agreements replacing the previous One Third Party Insuring Agreement with four coverages.

Key Changes to the First Party Coverage Insuring Agreement:

- In your expiring policy, the Insuring Agreement contained language "first discovered by you during the Endorsement Period or within thirty (30) days after the end of the Endorsement Period." With your renewal policy, language is revised to indicate that all events must be discovered during the Endorsement Period. This change represents a reduction in coverage.
- In your expiring policy Regulatory Proceeding Claims had its own Insuring Agreement. In your renewal policy, its now within the First Party Coverage section.

Key changes to Limits of Insurance and Deductible:

- Section II - Limits of Insurance and Deductible replaces Section IV - Limits of Insurance and Deductible in your expiring policy.
- In your renewal policy, Paragraph A.1. Third Party Liability Coverage Aggregate, replaces Paragraph A. in your expiring policy and Paragraph A.2. First Party Privacy Breach Expense And Regulatory Proceeding Claim Expense Coverage Aggregate, replaces Paragraph B in your expiring policy. This change represents an explanation of coverage.
- Paragraph C. replaces Section V – Conditions A. Related Claims, Related Events and Regulatory Proceedings and explains that each Event, Claim or Loss and its related Events, Claims and Losses will be treated as a single event, claim or loss. This change represents a reinforcement of coverage.
- A new Section D. is added to reinforce that no event, claim or loss, whether or not related, will constitute an event, claim or loss in more than one Endorsement period. This change represents a reinforcement of coverage.

Key changes to Defense and Settlement:

- Section III - Defense and Settlement is added. In your expiring policy, our rights and duties in the event of a claim including duty to defend were interspersed throughout the form.
- With your renewal policy, our duty to defend ends when a claim arises from an event not first

discovered during the Endorsement Period; when a claim is not covered by the Endorsement, or when a claim is seeking relief not covered by the Endorsement. This change represents an explanation of coverage.

Key changes to Reporting Requirements:

- Section IV- Reporting Requirements is added. In your expiring policy, notice requirements were included within Section V - Conditions, Paragraph B. Notice of Privacy Breach Events, Claims and Regulatory Proceedings.
- In Paragraph A.1., as a precedent to coverage, written notice must be provided no later than the earlier of thirty (30) days after discovery and prior to the effective date of the cancellation for non-payment of premium. This change represents a reduction in coverage.
- Paragraph A.2. Information to be Included in Notices is added. This paragraph lists the required information to be included on the notice. This change explains the reporting requirements.
- Paragraph A.3. Reports of Malicious Codes and Exploits is added. This paragraph lists several requirements including the need to provide a written report by a forensic Vendor no later than thirty (30) days after first Discovery of the Event. This change explains the reporting requirements.
- Paragraph B. No Coverage is added. Paragraph B.1. instructs that there is no coverage for any Damages or Loss incurred or paid prior to the time the Company is notified.
- Paragraph B.2. excludes coverage if the Insured reports any matter knowing it to be false or fraudulent. This replaces Section V. Conditions K. in your expiring policy. This change explains the reporting requirements.
- Paragraph C. Determination of First Discovery is added. This section states that all Claims, Losses or Events and their Related Claims, Losses, or Events (whenever made or occurring, as applicable) will be deemed a single Claim, Loss or Event and that the time of discovery will be the earlier of when it was first Discovered or could have been Discovered through due diligence. This replaces Section V. Condition A. in your expiring policy. This change explains the reporting requirements.

New Provision for Due Diligence and Cooperation:

- Section V- Due Diligence and Cooperation is added.
- In your expiring policy, exclusion A.22. existed for failure to take reasonable and prudent steps to use, design, maintain and upgrade security. In your renewal policy, Section V - Due Diligence and Cooperation lists steps you need to take to prevent and mitigate losses. This is a reduction in coverage.
- In your expiring policy cooperation was a part of the Insureds Duties listed in Section V.B.4. Your renewal policy requires the Insured to provide reports of forensic vendors that identify the Malicious Code or Exploit as soon as possible; such reports are also referenced in the Section IV Reporting Requirements. The additional steps listed could be interpreted as a reduction in coverage.

Key Changes to Exclusions:

- Section VI-Exclusions replaces Section III- Exclusions in your expiring policy.
- Your renewal policy contains new, revised, reordered and replaced exclusions.
- Exclusion A.2. replaces Exclusion A.2. The term Mass Event is now specifically defined.
- Exclusion A.3. is new. This exclusion specifies the categories of third-party events that are not covered.
- Exclusion A.5. is new. This exclusion focuses on Claims, Losses or Damages that are caused by shortcomings, errors or mistakes in instructions that are present as a result of an update or manufacturing.
- Exclusion A.7. replaces Exclusion A.20. This exclusion includes reference to pathogenic, poisonous, biological and communicable disease events.
- Exclusion A.8. replaces Exclusion A.7. This exclusion has a carve back for Privacy Breach Expenses, Regulatory Proceeding Claims, and PCI Claims that arise from a Privacy Breach Event that is otherwise covered. The carve back language prevents voiding coverage for the traditional data breach, hacker theft of Personally Identifiable Information, if it is otherwise covered.
- Exclusion A.16. replaces Exclusions A.18. The exclusion now specifies that false, misleading, deceptive or fraudulent statements in advertising will not apply to a Claim for Media Wrongful Event.
- Exclusion A.18. replaces Exclusion A.15. The exclusion now includes reference to a potential indemnitor. This was added to specify that the exclusion applies when there is indemnity from a third party and that third party was given notice prior to this Endorsement Period.

- Exclusion B. replaces Exclusion B. Paragraph B.1. maintains the carve back provided in the Insuring Agreement for claims or damages from a Privacy Breach Event. Paragraph B.2. confirms that claims or damages from a Privacy Breach Event that weren't brought by an Impacted Individual, Impacted Entity or federal or state regulatory body are excluded.

Key Changes to General Conditions:

- Section VII-General Conditions replaces Section V-Conditions in your expiring policy.
- Paragraph B. Change in Control replaces Paragraph O. Change in Risk. This paragraph details in which circumstance coverage would continue in the event of a sale or acquisition.
- Paragraph D. Excess Coverage replaces Paragraph E. Other Insurance in your expiring policy.
- Paragraph I. Legal Action Against the Company replaces Paragraph D. Action Against Us in your expiring policy. This paragraph requires full compliance with all terms and conditions of the Endorsement and expands the time limitation for bringing actions against the Company from twenty-four (24) months to sixty (60) months. This change represents a broadening of coverage.

Key Changes to Definitions:

- Section VIII-Definitions replaces Section II-Definitions in your expiring policy.
- In your renewal policy, many definitions are revised or newly added.
- Approval is a new definition in your renewal policy.
- Circumstances is a new definition in your renewal policy.
- Claim definition is revised. The Claim definition has been broken into Third Party Claim and PCI Claim.
- Claim Expenses definition is revised. The revised definition combines paragraphs B.1-1. and B.1-2. from your expiring policy into one paragraph D.1.
- Company is a new definition in your renewal policy.
- Computer System definition is revised with updated terminology. The definition specifies that it includes Electronic Media, Portable Devices, IOT Devices, and Peripheral Hardwired Devices, which are now also defined terms. The definition notes that Computer System does not include a system that the Named Insured operates for others.
- Corporate Information is a new definition in your renewal policy.
- Crypto currency is a new definition in your renewal policy.
- Damages definition is revised. The revised definition has been broken into Third Party Claim and PCI Claim. A "judgment" has been amended to "final judgment", which is also now a defined term. It also confirms that categories such as restitution and disgorgement are not part of Damages.
- Discovers/Discovered is a new definition in your renewal policy.
- Electronic Media definition is revised to that which is unique to the Insured.
- Electronic Media Advertising is a new definition in your renewal policy.
- Endorsement is a new definition in your renewal policy.
- Endorsement Period definition is revised with editorial changes only.
- Event is a new definition in your renewal policy.
- Exploit is a new definition in your renewal policy.
- Extortion Threat Event replaces the definition of Extortion Threat in your renewal policy.
- Extortion Threat Losses replaces the Extortion Threat Expenses that were part of Privacy Breach Expenses in your expiring policy.
- Final Judgment is a new definition in your renewal policy.
- Funds Paid is a new definition in your renewal policy.
- Impacted Entity is a new definition in your renewal policy.
- Impacted Individuals is a new definition in your renewal policy.
- IOT Device is a new definition in your renewal policy.
- Insured definition is revised to include the Named Insured, employees while acting as such for the Named Insured, and certain employees referred to as "Knowledge Group Members".
- Knowledge Group Member(s) is a new definition in your renewal policy.
- Losses is a new definition in your renewal policy.
- Malicious Code definition is revised. Reference to "unwanted" is removed in light of the inclusion of "unauthorized" and adds ransomware to the examples of malicious code.

- Mass Event is a new definition in your renewal policy.
- Media Wrongful Event replaces the definition of Media Wrongful Act in your renewal policy. The revised definition no longer includes infringement of an individual's right to privacy or publicity or disparaging a person's or organization's goods or services. This is a reduction in coverage.
- Named Insured is a new definition in your renewal policy.
- Network Disruption Event is a new definition in your renewal policy.
- Network Security Event replaces the definition of Network Security Wrongful Act in your expiring policy. The revised definition no longer includes the inability of an authorized third party user to access its computer system or the failure of a third party's computer system or network. This is a reduction in coverage.
- Payment Card Services Agreement is a new definition in your renewal policy.
- PCI Claim is a new definition in your renewal policy.
- PCI Fines definition is revised to instruct that the fine is one that is actually paid. It also specifies certain items that are not included within the scope of PCI Fines.
- PCI Security Violation Event replaces the definition of PCI Fine Assessment in your renewal policy.
- Peripheral Hardwired Device is a new definition in your renewal policy.
- Personally Identifiable Information is a new definition in your renewal policy.
- Portable Device is a new definition in your renewal policy.
- Privacy Breach Event definition is revised to include the Unauthorized Access or Unauthorized Use of Protected Information, and the Named Insured's Violation of a Privacy Law as well as the theft or unauthorized disclosure of Protected Information.
- Privacy Breach Expenses definition is revised to focus solely on expenses incurred in responding to a Privacy Breach Event: Notification, Monitoring, Investigation and Crisis Management.
- Privacy Law definition is revised to confirm that the reference to law or regulation requiring the adoption of privacy or security controls refers to such controls for Personally Identifiable Information.
- Protected Information definition is revised to reference the newly defined terms for Personally Identifiable Information and Corporate Information.
- Protected Person is deleted.
- Regulatory Fines definition is revised to specify that the fines assessed against the Named Insured in a Regulatory Proceeding Claim are civil or administrative fines.
- Regulatory Proceeding Claim replaces the definition of Regulatory Proceeding in your renewal policy.
- Related Claims definition is revised to re-order the reference to same, continuous, repeated, related or substantially similar, and uses the now defined term of Circumstances.
- Related Events definition is revised to re-order the reference to same, continuous, repeated, related or substantially similar, and uses the now defined term of Circumstances.
- Related Losses is a new definition in your renewal policy.
- System Compromise is a new definition in your renewal policy.
- Third Party Claims is a new definition in your renewal policy.
- Third Party Liability Event is a new definition in your renewal policy.
- Unauthorized Access or Unauthorized Use definition is revised to include Protected Information.
- Vendor is a new definition in your renewal policy.
- VPN is a new definition in your renewal policy.

BusinessMax®

BUSINESS OWNERS POLICY

SPECIALIZED COVERAGE FOR BUSINESS OWNERS

FARM BUREAU FINANCIAL SERVICES

Western Agricultural Insurance Company
5400 University Ave. | West Des Moines, IA 50266-5997

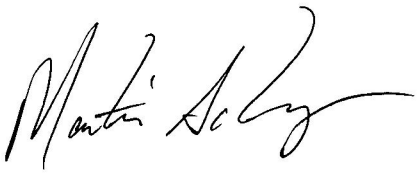
WESTERN AGRICULTURAL INSURANCE COMPANY
(A STOCK COMPANY)

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as provided in this policy.

IN WITNESS WHEREOF, Western Agricultural Insurance Company, has caused this policy to be signed by its Chairman and Secretary at West Des Moines, Iowa.



Chairman



Secretary

MEMBERSHIP

Western Agricultural Insurance Company requires that all policy owners be members of the Farm Bureau Federation located in the policy owner's state of residence. Payment of Farm Bureau Membership dues and current Farm Bureau Memberships are required for obtaining or renewing this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC TERMINATION ENDORSEMENT

The following condition is added to this policy:

AUTOMATIC TERMINATION

This policy shall be in effect, unless cancelled, for the policy period beginning on the effective date and terminating on the expiration date shown in the Declarations. If we offer to renew or continue this policy and you do not accept our offer by paying the required renewal or continuation premium when due, the policy will remain terminated without notice of cancellation or notice of any other kind.

Premium Audit Process Frequently Asked Questions

How is the commercial liability premium calculated?
The premium for liability coverage is based on gross sales, payroll or other similar measures of business activity. Since it's not possible to calculate the final activity level during the policy period, the initial premium is estimated based on anticipated amounts.

What is a premium audit?
A premium audit is a review of business operations and records to determine the level of business activity – gross sales, payroll or other rating basis – that actually occurred during the policy period. This information is used to calculate the final policy premium. If the premium initially estimated is higher than the final policy premium, the excess premium will be credited back to your account or refunded to you. If the estimated premium is lower than the final policy premium, additional premium will be owed.

What information is needed for a premium audit?
The information needed will depend on the type of policy and whether the premium is based on sales, payroll or other rating factor(s). Generally, this information will be contained in standard financial statements and accounting records, such as general ledgers, payroll journals and sales records.

Does the use of outside vendors or contractors affect my premium?
Yes, if you use vendors or contractors, it is possible that you may be held liable for claims that result from the work they do for you. Therefore, if the vendor or contractor is uninsured, the following may apply:

- **Subcontractor or Vendor Costs** - The cost of the work done for you will be added to your policy and will be classified according to the type of work being performed. This could substantially increase your premium.
- **Uninsured Subcontractor or Vendor** - A vendor or contractor will be considered uninsured unless you have been issued certificates of insurance with liability insurance coverage that match or exceed your limits, up to $1 million per occurrence and $2 million aggregate that was maintained while work was being performed for you. It is very important that you obtain certificates of insurance from every vendor or contractor prior to every job performed for you or on your behalf, and have these certificates available at the time of a premium audit.

How are audits performed?
Premium audits are conducted at the end of the policy period, and are done via phone or an on-site review of your business records. You will be contacted prior to the audit by letter or phone so you can prepare the appropriate financial documents and to ensure the audit appointment is convenient for you. There may also be times that we require financial records to be mailed, e-mailed or faxed to us. Regardless of how the audit is performed, representatives are available to assist you with any questions you may have about the process or the information being requested.

Does this notice change what's in my policy?
No, this notice is not a part of your policy. It does not replace or change any provisions of your policy or endorsements. If there is a conflict between this notice and your policy, the provisions of your policy and any endorsements will take precedence.

Additional questions?
Please don't hesitate to contact us with any questions about the premium audit process or if you would like a review of your audit results. Just call 800-526-7270 and we will be happy to help you.

We appreciate your business and the opportunity to serve as your insurance provider.

FARM BUREAU FINANCIAL SERVICES

Western Agricultural Insurance Company
5400 University Avenue
West Des Moines, IA 50266-5997

BusinessMax®
BUSINESSOWNERS POLICY DECLARATION

Policy Number BP 6033635 01

Policy Period **From** 03/07/2026 **To** 03/07/2027
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL

Customer #: BPQ0193723

Named Insured and Address
WILLOW CREEK HOMEOWNERS ASSOCI
PO BOX 5611
CORALVILLE IA 52241

Agent
JOSEPH POWELL 0045034
2130 MORMON TREK BLVD
IOWA CITY IA 52246

Telephone: 319-519-6118

Description of your business

Form of your business entity
CORPORATION/OTHER

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Described Premises:	See attached schedule
Business Description:	See attached schedule
PROPERTY COVERAGE LIMITS OF INSURANCE:	See attached schedule
Buildings	See attached schedule
Business Personal Property	See attached schedule
Deductibles	See attached schedule
Optional Coverages	

LIABILITY AND MEDICAL EXPENSES COVERAGE:

This policy contains aggregate limits; Refer to Section II. D. - Liability and Medical Expenses Limits of Insurance for details.

	Limits of Insurance	
Liability and Medical Expenses	$ 1,000,000	Per Occurrence
Medical Expenses	$ 5,000	Per Person
Damage To Premises Rented To You	$ 50,000	Any One Premises
Other Than Products/Completed Operations	$ 2,000,000	Aggregate
Products/Completed Operations	$ 2,000,000	Aggregate

TERRORISM PREMIUM $ 128.00
TOTAL ADVANCE PREMIUM $ 36,790.00

Policy is subject to Premium Audit Audit Period: ANNUAL

AUDITABLE LIABILITY EXPOSURE

Coverage	Loc	Bldg	Class	Description	Exposure	Basis

LIABILITY AND MEDICAL EXPENSES ENDORSEMENTS

Endorsement No.	Endorsement Name	Coverage	Premium
BP 04 12 (04-17)	Limitation Of Coverage To Designated Premises, Project or Operation	Location: ONLY THOSE LOCATIONS LISTED IN THE DECLARATIONS Project: N/A	
BP 04 39 (07-02)	Abuse Or Molestation Exclusion		
BP 05 17 (01-06)	Exclusion-Silica Or Silica-Related Dust		
BP 05 77 (01-06)	Fungi Or Bacteria Exclusion (Liability)		
BP 05 98 (07-13)	Amendment Of Insured Contract Definition		
BP 14 86 (07-13)	Communicable Disease Exclusion		
BP 15 04 (05-14)	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception		
FBBP3044 (05-11)	Employment-Related Practices Liability	Reference supplemental Declarations	
FBBP3054 (08-11)	Condominiums, Co-Ops, Associations-Directors And Officers Liability Endorsement	Reference supplemental Declarations	
FBBP4006 (01-10)	Asbestos Exclusion		
FBBP4007 (01-10)	Lead Liability Exclusion		
FBBP4017 (02-17)	Exclusion- Unmanned Aircraft		
FBIL3011 (01-25)	Data Breach Coverage	First Party Privacy Breach Expense and Regulatory Proceeding Claim Expense Coverage Aggregate Limit: $ 25,000 First Party Sublimits: Extortion: $10,000 Regulatory Fines: $10,000 Third Party Liability Coverage Aggregate Limit: $ 25,000 Third Party Sublimits, if applicable: Damages: PCI Fines: $ 10,000 Claims Expenses: Deductible: $ 1,000	$ 85.00
FBIL4001 (01-10)	Punitive Damages Exclusion		

PROPERTY DECLARATIONS

DESCRIPTION – LOCATION 001

Location 001 1141 TO 1155 CAMBRIA CT IOWA CITY IA 52246
Building 001 HOMEOWNERS ASSOCIATION

Construction Type	Sprinkler	Territory	Prot. Class	Rate No.	Type of Business
Frame	None	702	02	03	Apartment

PROPERTY COVERAGE LIMITS OF INSURANCE:	Limit	Premium
BUILDING	1,477,216	$ 7,917.00
Building Valuation Type	Replacement Cost, Cosmetic Damage to Roof Caused by Wind/Hail Excluded	
Automatic Increase-Building Limit (%)	3%	
BUSINESS PERSONAL PROPERTY		
BUSINESS INCOME AND EXTRA EXPENSE	Actual Loss Sustained and necessary Extra Expense within 12 consecutive months unless otherwise noted in the Declarations	
Business Personal Property Seasonal Increase (%)	25%	
Playgrounds And Amusements Areas		Not Applicable
Swimming Pools		Not Applicable
Permanent Yards - Maintenance Or Storage		Not Applicable
DEDUCTIBLES (Apply Per Location, Per Occurrence)		
Property Deductible		$ 15,000
Optional Coverage Deductible		$ 500
Windstorm Or Hail Deductible		2%
Earthquake/Volcanic Action Percentage Deductible		Not Applicable
LIABILITY AND MEDICAL EXPENSES		$ 406.00
DAMAGE TO PREMISES RENTED TO YOU	☐ Broadened Coverage	

LOC 001 BLD 001 – OPTIONAL ENDORSEMENTS

Endorsement No.	Endorsement Name	Coverage	Premium
BP 14 78 (07-13)	Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)	Description of Rental Unit: All units rented or available for rent to others.	
BP 14 81 (07-13)	Limitations on Coverage for Roof Surfacing	Paragraph B. Only	
FBBP9020 (07-24)	Windstorm Or Hail Percentage Deductibles		

DESCRIPTION – LOCATION 002

Location 002 1142 TO 1156 MORMON TREK BLVD IOWA CITY IA 52246
Building 001 HOA BUILDING 2

Construction Type	Sprinkler	Territory	Prot. Class	Rate No.	Type of Business
Frame	None	702	02	03	Apartment

PROPERTY COVERAGE LIMITS OF INSURANCE:	Limit	Premium
BUILDING	1,477,216	$ 7,917.00
Building Valuation Type	Replacement Cost, Cosmetic Damage to Roof Caused by Wind/Hail Excluded	
Automatic Increase-Building Limit (%)	3%	
BUSINESS PERSONAL PROPERTY		
BUSINESS INCOME AND EXTRA EXPENSE	Actual Loss Sustained and necessary Extra Expense within 12 consecutive months unless otherwise noted in the Declarations	
Business Personal Property Seasonal Increase (%)	25%	
Playgrounds And Amusements Areas		Not Applicable
Swimming Pools		Not Applicable
Permanent Yards - Maintenance Or Storage		Not Applicable
DEDUCTIBLES (Apply Per Location, Per Occurrence)		
Property Deductible		$ 15,000
Optional Coverage Deductible		$ 500
Windstorm Or Hail Deductible		2%
Earthquake/Volcanic Action Percentage Deductible		Not Applicable
LIABILITY AND MEDICAL EXPENSES		$ 406.00
DAMAGE TO PREMISES RENTED TO YOU	☐ Broadened Coverage	

LOC 002 BLD 001 – OPTIONAL ENDORSEMENTS

Endorsement No.	Endorsement Name	Coverage	Premium
BP 14 78 (07-13)	Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)	Description of Rental Unit: All units rented or available for rent to others.	
BP 14 81 (07-13)	Limitations on Coverage for Roof Surfacing	Paragraph B. Only	
FBBP9020 (07-24)	Windstorm Or Hail Percentage Deductibles		

DESCRIPTION – LOCATION 003

Location 003 1201 TO 1215 CAMBRIA CT IOWA CITY IA 52246
Building 001 HOA BUILDING 3

Construction Type	Sprinkler	Territory	Prot. Class	Rate No.	Type of Business
Frame	None	702	02	03	Apartment

PROPERTY COVERAGE LIMITS OF INSURANCE:	Limit	Premium
BUILDING	1,477,216	$ 7,917.00
Building Valuation Type	Replacement Cost, Cosmetic Damage to Roof Caused by Wind/Hail Excluded	
Automatic Increase-Building Limit (%)	3%	
BUSINESS PERSONAL PROPERTY		
BUSINESS INCOME AND EXTRA EXPENSE	Actual Loss Sustained and necessary Extra Expense within 12 consecutive months unless otherwise noted in the Declarations	
Business Personal Property Seasonal Increase (%)	25%	
Playgrounds And Amusements Areas		Not Applicable
Swimming Pools		Not Applicable
Permanent Yards - Maintenance Or Storage		Not Applicable
DEDUCTIBLES (Apply Per Location, Per Occurrence)		
Property Deductible		$ 15,000
Optional Coverage Deductible		$ 500
Windstorm Or Hail Deductible		2%
Earthquake/Volcanic Action Percentage Deductible		Not Applicable
LIABILITY AND MEDICAL EXPENSES		$ 406.00
DAMAGE TO PREMISES RENTED TO YOU	☐ Broadened Coverage	

LOC 003 BLD 001 – OPTIONAL ENDORSEMENTS

Endorsement No.	Endorsement Name	Coverage	Premium
BP 04 46 (07-13)	Ordinance Or Law Coverage	Coverage 1. Loss to the undamaged portion of the building: Included Coverage 2. Demolition cost limit: $0 Coverage 3. Increased cost of construction limit: $0 Coverage 4. Coverage 2 & 3 combined limit: $100,000 Business Income And Extra Expense Optional Coverage: Not Included Number of hours waiting period for period of restoration applicable to Business Income and Extra Expense Optional Coverage: Not Applicable	$ 1,620.00
BP 14 78 (07-13)	Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)	Description of Rental Unit: All units rented or available for rent to others.	
BP 14 81 (07-13)	Limitations on Coverage for Roof Surfacing	Paragraph B. Only	
FBBP9020 (07-24)	Windstorm Or Hail Percentage Deductibles		

DESCRIPTION – LOCATION 004

Location 004 1202 TO 1216 MORMON TREK BLVD IOWA CITY IA 52246
Building 001 HOA BUILDING 4

Construction Type	Sprinkler	Territory	Prot. Class	Rate No.	Type of Business
Frame	None	702	02	03	Apartment

PROPERTY COVERAGE LIMITS OF INSURANCE:	Limit	Premium
BUILDING	1,480,960	$ 7,938.00
Building Valuation Type	Replacement Cost, Cosmetic Damage to Roof Caused by Wind/Hail Excluded	
Automatic Increase-Building Limit (%)	3%	
BUSINESS PERSONAL PROPERTY		
BUSINESS INCOME AND EXTRA EXPENSE	Actual Loss Sustained and necessary Extra Expense within 12 consecutive months unless otherwise noted in the Declarations	
Business Personal Property Seasonal Increase (%)	25%	
Playgrounds And Amusements Areas		Not Applicable
Swimming Pools		Not Applicable
Permanent Yards - Maintenance Or Storage		Not Applicable
DEDUCTIBLES (Apply Per Location, Per Occurrence)		
Property Deductible		$ 15,000
Optional Coverage Deductible		$ 500
Windstorm Or Hail Deductible		2%
Earthquake/Volcanic Action Percentage Deductible		Not Applicable
LIABILITY AND MEDICAL EXPENSES		$ 407.00
DAMAGE TO PREMISES RENTED TO YOU	☐ Broadened Coverage	

LOC 004 BLD 001 – OPTIONAL ENDORSEMENTS

Endorsement No.	Endorsement Name	Coverage	Premium
BP 14 78 (07-13)	Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)	Description of Rental Unit: All units rented or available for rent to others.	
BP 14 81 (07-13)	Limitations on Coverage for Roof Surfacing	Paragraph B. Only	
FBBP9020 (07-24)	Windstorm Or Hail Percentage Deductibles		

ENDORSEMENTS APPLICABLE PER POLICY

Endorsement No.	Endorsement Name	Coverage	Premium
BP 00 03 (07-13)	Businessowners Coverage Form		
BP 01 84 (07-02)	Iowa Changes		
BP 01 92 (11-05)	Iowa Businessowners Standard Fire Policy Provisions		
BP 04 41 (07-13)	Business Income Changes-Time Period		

ENDORSEMENTS APPLICABLE PER POLICY

Endorsement No.	Endorsement Name	Coverage	Premium
BP 05 01 (07-02)	Calculation Of Premium		
BP 05 15 (12-20)	Disclosure Pursuant To Terrorism Risk Insurance Act	Terrorism Premium (Certified Acts) $ (See Page 1) Federal Share of Terrorism Losses 80%	
BP 05 23 (01-15)	Cap On Losses From Certified Acts Of Terrorism		
BP 05 42 (01-15)	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism		
BP 05 64 (01-15)	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): Iowa	
BP 07 91 (06-08)	Iowa Changes-Notification Requirement For Owners And Possessors Of Dangerous Wild Animals		
BP 15 60 (02-21)	Cyber Incident Exclusion		
BP 17 01 (07-13)	Condominium Association Coverage		
FBBP3019 (02-22)	Enhanced Coverage Endorsement		$ 167.00
FBBP3019 (02-22)	Enhanced Coverage Endorsement		$ 151.00
FBBP3019 (02-22)	Enhanced Coverage Endorsement		$ 151.00
FBBP3019 (02-22)	Enhanced Coverage Endorsement		$ 151.00
FBBP3053 (02-18)	Equipment Breakdown Enhancement Endorsement		Included
FBIL9002 (01-11)	Two Or More Coverage Forms Or Policies Issued By Us		
FBIL9015 (01-09)	Automatic Termination Endorsement		
FBIL9017 (08-23)	Premium Refund Endorsement		

OPTIONAL COVERAGES – INCREASED LIMITS SCHEDULE

The following coverages are applicable per policy		Included Limit	Additional Limits/ Days	Premium
Accounts Receivable – Off premises		$ 5,000		
Brands And Labels		Included	Not applicable	
Business Income - Ordinary Payroll		60 days		Included
Business Income - Extended Period Of Indemnity		60 days		Included
Business Personal Property-Off Premises		$ 25,000		
Business Personal Property Temporarily in Portable Storage Units - on premises		$ 10,000	Not available	
Computer Fraud And Funds Transfer		$ 5,000		
Electronic Data - Property		$ 10,000		
Employee Dishonesty		$ 5,000		
Fire Extinguisher Systems		$ 10,000	Not available	
Forgery Or Alteration		$ 5,000		
Identity Theft And Breach Response Service		Included	Not applicable	
Interruption Of Computer Operations		$ 10,000		
Lock Replacement		$ 5,000	Not available	
Money And Securities – Off premises		$ 2,500		
Money Orders And Counterfeit Currency		$ 1,500		
Newly Acquired Or Constructed Property:	Buildings	$ 500,000	Not available	
	Business Personal Property	$ 250,000	Not available	
Pollutant Clean-up And Removal		$ 25,000	Not available	
Reward Payment		$ 5,000	Not available	
Valuable Papers And Records – Off premises		$ 5,000		

OPTIONAL COVERAGES – INCREASED LIMITS SCHEDULE

HOMEOWNERS ASSOCIATION
1141 TO 1155 CAMBRIA CT
IOWA CITY IA 52246

		Included Limit	Additional Limits/ Days	Premium
Accounts Receivable – On premises		$ 25,000		
Business Income From Dependent Properties		$ 10,000		
Debris Removal Expense		$ 40,000		
Fire Department Service Charge		$ 10,000	Not available	
Money And Securities – On premises		$ 5,000		
Outdoor Signs		$ 5,000		
Outdoor Property	Blanket	Not Applicable	Not available	
	Fences or retaining walls	$ 5,000		
	Outdoor antennas	$ 3,000		
	Trees, shrubs, plants- $1,000 per item	$ 2,500		
	Roadways or walks	$ 5,000	Not available	
Personal Effects Each Location		$ 5,000		
Utility Services-Direct Damage		$ 5,000		
Utility Services-Time Element		$ 10,000		
Valuable Papers And Records – On premises		$ 25,000		
Water Backup And Sump Overflow		$ 25,000		

OPTIONAL COVERAGES – INCREASED LIMITS SCHEDULE

HOA BUILDING 2
1142 TO 1156 MORMON TREK BLVD
IOWA CITY IA 52246

		Included Limit	Additional Limits/ Days	Premium
Accounts Receivable – On premises		$ 25,000		
Business Income From Dependent Properties		$ 10,000		
Debris Removal Expense		$ 40,000		
Fire Department Service Charge		$ 10,000	Not available	
Money And Securities – On premises		$ 5,000		
Outdoor Signs		$ 5,000		
Outdoor Property	Blanket	Not Applicable	Not available	
	Fences or retaining walls	$ 5,000		
	Outdoor antennas	$ 3,000		
	Trees, shrubs, plants- $1,000 per item	$ 2,500		
	Roadways or walks	$ 5,000	Not available	
Personal Effects Each Location		$ 5,000		
Utility Services-Direct Damage		$ 5,000		
Utility Services-Time Element		$ 10,000		
Valuable Papers And Records – On premises		$ 25,000		
Water Backup And Sump Overflow		$ 25,000		

OPTIONAL COVERAGES – INCREASED LIMITS SCHEDULE

HOA BUILDING 3
1201 TO 1215 CAMBRIA CT
IOWA CITY IA 52246

		Included Limit	Additional Limits/ Days	Premium
Accounts Receivable – On premises		$ 25,000		
Business Income From Dependent Properties		$ 10,000		
Debris Removal Expense		$ 40,000		
Fire Department Service Charge		$ 10,000	Not available	
Money And Securities – On premises		$ 5,000		
Outdoor Signs		$ 5,000		
Outdoor Property	Blanket	Not Applicable	Not available	
	Fences or retaining walls	$ 5,000		
	Outdoor antennas	$ 3,000		
	Trees, shrubs, plants- $1,000 per item	$ 2,500		
	Roadways or walks	$ 5,000	Not available	
Personal Effects Each Location		$ 5,000		
Utility Services-Direct Damage		$ 5,000		
Utility Services-Time Element		$ 10,000		
Valuable Papers And Records – On premises		$ 25,000		
Water Backup And Sump Overflow		$ 25,000		

OPTIONAL COVERAGES – INCREASED LIMITS SCHEDULE

HOA BUILDING 4
1202 TO 1216 MORMON TREK BLVD
IOWA CITY IA 52246

		Included Limit	Additional Limits/ Days	Premium
Accounts Receivable – On premises		$ 25,000		
Business Income From Dependent Properties		$ 10,000		
Debris Removal Expense		$ 40,000		
Fire Department Service Charge		$ 10,000	Not available	
Money And Securities – On premises		$ 5,000		
Outdoor Signs		$ 5,000		
Outdoor Property	Blanket	Not Applicable	Not available	
	Fences or retaining walls	$ 5,000		
	Outdoor antennas	$ 3,000		
	Trees, shrubs, plants- $1,000 per item	$ 2,500		
	Roadways or walks	$ 5,000	Not available	
Personal Effects Each Location		$ 5,000		
Utility Services-Direct Damage		$ 5,000		
Utility Services-Time Element		$ 10,000		
Valuable Papers And Records – On premises		$ 25,000		
Water Backup And Sump Overflow		$ 25,000		

CLASS SPECIFIC ENDORSEMENTS – INCREASED LIMITS SCHEDULE

FBBP3022 (01-11) - Apartment Building Owners

Description	Included Limit	Additional Limits/ Days	Premium
Tenant's Move-Back Expense	$ 15,000	Not available	Included
Tenant's Property Legal Liability-Each Location	$ 10,000 ($250 deductible) each occurrence		
Sale and Disposal Liability-Each Location	$ 5,000 aggregate		
Heating and A/C Reimbursement Liability	$ 5,000 per occurrence and $ 10,000 aggregate per location	Not available	Included
		Total Additional Premium	

FBBP3022 (01-11) - Apartment Building Owners

Description	Included Limit	Additional Limits/ Days	Premium
Tenant's Move-Back Expense	$ 15,000	Not available	Included
Tenant's Property Legal Liability-Each Location	$ 10,000 ($250 deductible) each occurrence		
Sale and Disposal Liability-Each Location	$ 5,000 aggregate		
Heating and A/C Reimbursement Liability	$ 5,000 per occurrence and $ 10,000 aggregate per location	Not available	Included
		Total Additional Premium	

FBBP3022 (01-11) - Apartment Building Owners

Description	Included Limit	Additional Limits/ Days	Premium
Tenant's Move-Back Expense	$ 15,000	Not available	Included
Tenant's Property Legal Liability-Each Location	$ 10,000 ($250 deductible) each occurrence		
Sale and Disposal Liability-Each Location	$ 5,000 aggregate		
Heating and A/C Reimbursement Liability	$ 5,000 per occurrence and $ 10,000 aggregate per location	Not available	Included
		Total Additional Premium	

CLASS SPECIFIC ENDORSEMENTS – INCREASED LIMITS SCHEDULE

FBBP3022 (01-11) - Apartment Building Owners

Description	Included Limit	Additional Limits/ Days	Premium
Tenant's Move-Back Expense	$ 15,000	Not available	Included
Tenant's Property Legal Liability-Each Location	$ 10,000 ($250 deductible) each occurrence		
Sale and Disposal Liability-Each Location	$ 5,000 aggregate		
Heating and A/C Reimbursement Liability	$ 5,000 per occurrence and $ 10,000 aggregate per location	Not available	Included
		Total Additional Premium	

EMPLOYMENT PRACTICES LIABILITY
CLAIMS-MADE COVERAGE SUPPLEMENTAL DECLARATIONS

NOTICE

- **EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS EPL COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS EPL COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE EPL COVERAGE FORM CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS EPL COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.**

EPL Coverage Period:	From: 03/07/2026 To: 03/07/2027	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability	$ 50,000	Annual aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	$ 2,500	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Retroactive Date:		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
EPL Coverage Premium:	$ 115.00	Premium for the EPL Coverage Period
Third Party Violations Premium (Optional):	$	If coverage for "third party violations" has been paid for, the premium will be shown and coverage is in force. Otherwise, there is no coverage available for "third party violations".

Total EPL Coverage Premium $ 115.00

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage or the first EPL Coverage Form issued by "us" of which this EPL Coverage is an uninterrupted renewal.

CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY
CLAIMS-MADE COVERAGE SUPPLEMENTAL DECLARATIONS

NOTICE

- **EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

- **DEFENSE WITHIN LIMITS**
  THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

Named Association: WILLOW CREEK HOMEOWNERS ASSOCIATION INC

Limit of Liability Aggregate	$ 100,000	Annual aggregate for all "loss" combined, including "defense costs".
Deductible Amount:	$ 1,000	For "loss" arising from claims or suits alleging the same "wrongful act" or "related wrongful acts".
Retroactive Date:	02/25/2025	If no date is shown, "we" will consider the Retroactive Date to be the date of organization of the "named insured". The Retroactive Date will remain the same through all subsequent renewals. No change will be made to the Retroactive Date unless at the sole request of the insured.
Pending Or Prior Litigation Date	02/25/2025	

Total Coverage Premium $ 908.00

This insurance does not apply to "loss" arising out of a "wrongful act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this D&O Coverage or the first D&O Coverage Form issued by "us" of which this D&O Coverage is an uninterrupted renewal.

FARM BUREAU FINANCIAL SERVICES

WILLOW CREEK HOMEOWNERS ASSOCI
PO BOX 5611
CORALVILLE IA 52241

Policy Number: BP 6033635 01
Notice Mailed: January 13, 2026

RE: ACCESSING TOOLS FOR YOUR EMPLOYMENT PRACTICES LIABILITY COVERAGE

Thank you for choosing Farm Bureau Financial Services for your business insurance needs. As part of your Employment Practices Liability coverage, you are entitled to complimentary access to two additional tools to help you effectively manage your business and your employees. The following paragraphs detail how to access and use these tools.

Complimentary Counseling on Employment Issues via the Legal Advice Line (1-877-529-4375)*
When you call the Legal Advice Line, an experienced attorney – versed in federal and state employment laws – will be available to give you general counsel on a range of employment issues. All communications are strictly confidential and subject to attorney-client privileges and there is no cost or obligation.

Handbooks, Forms, Training Modules at FBFS.EmployerProtection.net
For employers, the workplace is a minefield of risks. Without human resources professionals or legal counsel on staff, you might find yourself without employment policies and procedures to protect yourself and your employees. Using the tools at FBFS.EmployerProtection.net you can take steps to prevent employee harassment and discrimination claims. Plus using these tools gives you proof of compliance to prepare a better defense if a claim is ever filed against you.

The website simplifies the often complex requirements employers must meet. With a sample employee handbook, sample forms, training modules and other tools, FBFS.EmployerProtection.net makes it easy for you to quickly implement a program that provides employees with clear, consistent guidelines and you with peace of mind.

Note: This website is intended to help you *prevent* employee claims. Your Employment Practices Liability Coverage will help protect you if a claim is brought against you.

Follow these steps to register yourself and your organization at FBFS.EmployerProtection.net:

1. Enter FBFS.EmployerProtection.net in your browser.
2. On the home page, select “Register Here”.
3. Select “Register a new organization”.
4. Complete the information on the “Registration - About You” screen and click “Next”.
5. Enter a user name and password of your own choosing and click “Next”.
6. Agree to the Terms of Use on the next screen and click “Submit”.
7. The next screen will show your organization code.

The first person registering an insured organization will default as the site administrator. Once registered, the site administrator will receive a confirmation email. They can schedule a free telephone walk-through of the features of the site by clicking the “Schedule Walk-Through” link in the email.

Site Administrator
The site administrator will establish initial access to the site and have access to several website functions under the Control Panel link including the:

- **Training function** to approve training of registered users and to change the default settings for online training for the organization.
- **Users function** to approve pending users (users who self-registered), recruit new users (a request from the administrator to employees to self-register), add new users (where the administrator adds the user versus the user registering him or herself), edit user information, or delete users (pending or approved users).
- **Profiles function** to configure certain features of the site to best meet the needs of your organization. The administrator can give or take away "Permissions" to the functions that a user can view or use. When a user does not have permission for a function, the user will not be able to view the function let alone use it. The site automatically selects a profile (also known as a "default profile") for each user after they register. The site administrator can view and change the permissions of the default profiles or create profiles of their own.
- **Reports Function** to view usage of the site and training lessons taken.

Employee Users
Once your organization has been registered, you can allow your employees to establish access for themselves. New users would follow steps 1 and 2 above, and then select "Register in an existing organization" for Step 3 using the organization code established by the site administrator. Please note that the organization code is case-sensitive. Employee users can then establish their own log-in information. Anyone who self-registers will automatically be added to your organization on the site.

Additional Assistance and Tech Support
If you have any questions about registering at FBFS.EmployerProtection.net, or require technical help, you can click the "Tech Support" link on the website home page, or call 888-712-7667. For questions regarding Employment Practices Liability Coverage, please call 1-800-HSB-1866 (472-1866).

* The service is for general advice and guidelines on employment practices, but does not provide advice regarding individual situations. The advice line is offered through FBFS's reinsurance provider.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

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C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS AND DEFINITIONS. PLEASE READ IT CAREFULLY.

DATA BREACH COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

THIS ENDORSEMENT'S AGGREGATE LIMIT OF INSURANCE WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT, INCLUDING WITHOUT LIMITATION, PAYMENTS FOR DAMAGES, CLAIMS, CLAIM EXPENSES, REGULATORY FINES, LOSSES, PRIVACY BREACH EXPENSES, EXTORTION THREAT LOSSES, AND PCI FINES.

FOR THE AVOIDANCE OF DOUBT, CLAIM EXPENSES ARE INCLUDED WITHIN, REDUCE, AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY.

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS, AND DEFINITIONS.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

Various provisions in this **Endorsement** restrict coverage, and coverage is subject to certain conditions precedent set forth in this Endorsement. Read the entire **Endorsement** carefully to determine what is and what is not covered, and the rights and duties of the **Named Insured** and the **Company**.

Coverage	Aggregate Limit of Insurance
A. Third Party Liability Coverage Aggregate Third Party Sublimit, if applicable: **Damages:** $ **PCI Fines:** $10,000 **Claim Expenses:** $	**$**
B. First Party **Privacy Breach Expense** and **Regulatory Proceeding Claim Expense** Coverage First Party Sublimits: **Extortion:** $10,000 **Regulatory Fines:** $10,000	

Deductible	$

Endorsement Premium	$

Endorsement Period: From March 7, 2026 to March 7, 2027
At 12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein

In consideration of the payment of the premium, in reliance on all information provided to the **Company**, and subject to all provisions of this **Endorsement**, the **Named Insured** and **Company** agree as follows:

SECTION I: INSURING AGREEMENTS

This Section lists the coverages that apply if indicated in the Schedule of Insurance and have a Limit of Insurance on the Schedule. If no Limit of Insurance is set forth for an Insuring Agreement in the Schedule, coverage has not been purchased for such Insuring Agreement. For coverage under this **Endorsement**, the applicable **Event** must be first **Discovered** during the **Endorsement Period** and reported to the **Company** in accordance with Section IV.A.

A. THIRD PARTY LIABILITY COVERAGE

1. MEDIA

The **Company** will pay on the **Insured's** behalf the **Damages** resulting from a **Claim** directly arising from a **Media Wrongful Event**, provided the **Media Wrongful Event** is first **Discovered** during the **Endorsement Period**.

2. NETWORK SECURITY

The **Company** will pay on the **Insured's** behalf the **Damages** resulting from a **Claim** directly arising from a **Network Security Event**, provided the **Network Security Event** is first **Discovered** during the **Endorsement Period**.

3. DATA COMPROMISE - PRIVACY

The **Company** will pay on the **Insured's** behalf the **Damages** resulting from a **Claim** directly arising from a **Privacy Breach Event**, provided the **Privacy Breach Event** is first **Discovered** during the **Endorsement Period**.

4. PAYMENT CARD INDUSTRY

The **Company** will pay on the **Named Insured**'s behalf the **PCI Fines** resulting from a **PCI Claim** directly arising from a **PCI Security Violation Event,** provided the **PCI Security Violation Event** is first **Discovered** during the **Endorsement Period**.

B. FIRST PARTY COVERAGE

1. PRIVACY BREACH

The **Company** will pay the **Named Insured** for **Privacy Breach Expenses** directly arising from a **Privacy Breach Event**, provided the **Privacy Breach Event** is first **Discovered** during the **Endorsement Period**.

2. EXTORTION THREAT

The **Company** will pay the **Named Insured** for **Extortion Threat Losses** directly arising from an **Extortion Threat Event**, provided the **Extortion Threat Event** is first **Discovered** during the **Endorsement Period**.

3. REGULATORY

The **Company** will pay the **Named Insured** for **Regulatory Fines** and **Claim Expenses r**esulting from a **Regulatory Proceeding Claim** directly arising from a **Privacy Breach Event**, provided the **Privacy Breach Event** is first **Discovered** during the **Endorsement Period.**

SECTION II: LIMITS OF INSURANCE AND DEDUCTIBLE

A. LIMITS OF INSURANCE

1. THIRD PARTY LIABILITY COVERAGE AGGREGATE LIMIT OF INSURANCE

If an Aggregate Limit of Insurance is set forth in the Schedule under the heading "Third Party Liability Coverage Aggregate", then such Limit of Insurance is the maximum limit of the **Company's** liability for all **Damages** from all **Claims** and **Related Claims** in the aggregate, which amount is part of, and not in addition to, the Third Party Liability Coverage Aggregate Limit of Insurance for the **Endorsement Period** set forth in the Schedule.

Any sublimits listed in the Schedule for Insuring Agreement A. Third Party Liability Coverage, are all a part of, and not in addition to, the Third Party Liability Coverage Aggregate Limit of Insurance set forth in the Schedule.

2. FIRST PARTY PRIVACY BREACH EXPENSE AND REGULATORY PROCEEDING CLAIM EXPENSE COVERAGE AGGREGATE LIMIT OF INSURANCE

If an Aggregate Limit of Insurance is set forth in the Schedule under the heading "First Party Privacy Breach Expense and Regulatory Proceeding Claim Expense Coverage", then such Limit of Insurance is the maximum limit of the **Company's** liability for all **Loss** and **Related Losses** in

the aggregate, which amount is part of, and not in addition to, the First Party Privacy Breach Expense and Regulatory Proceeding Claim Expense Coverage Limit of Insurance for the **Endorsement Period** set forth in the Schedule.

Any sublimits listed in the Schedule for Insuring Agreement B., First Party Privacy Breach Expense and Regulatory Proceeding Claim Expense, are all a part of, and not in addition to, the First Party Privacy Breach Expense and Regulatory Proceeding Claim Expense Coverage Aggregate Limit of Insurance set forth in the Schedule.

B. DEDUCTIBLE

1. The **Company** shall only be liable for the amount of **Damages** or **Loss** which is in excess of the applicable Deductible set forth in the Schedule. Such Deductible shall solely be the obligation of the **Named Insured**. The **Company** has no obligation to the **Named Insured** or to any other person or entity to pay all or any portion of any Deductible amount for or on behalf of the **Named Insured**.

2. For the purpose of applying the Deductible, the **Named Insured** shall pay one single Deductible amount for **Damages** and **Loss** arising from the same **Event** or **Related Events**, regardless of whether there is more than one **Claim** or **Loss** arising from the same **Event** or **Related Events**.

C. RELATED EVENTS, RELATED CLAIMS, RELATED LOSS

1. Each **Event** and all its **Related Events** shall be treated as a single **Event**.

2. Each **Claim** and all its **Related Claims** shall be treated as a single **Claim**.

3. Each **Loss** and all its **Related Losses** shall be treated as a single **Loss**.

D. ENDORSEMENT PERIODS

In no event will any **Event** or **Related Event**, **Claim** or **Related Claim**, or **Loss** or **Related Loss** constitute an **Event**, **Claim**, or **Loss** (as applicable) in more than one **Endorsement Period**.

SECTION III: DEFENSE AND SETTLEMENT

A. DUTY TO DEFEND

1. Duty to Defend

The **Company** has the right and duty to defend any **Claim** against the **Insured** seeking **Damages** under this **Endorsement**, even if any of the allegations are groundless, false, or fraudulent. The **Company** has no duty to defend any **Claim** or pay any **Damages** for a **Claim**:

a. Arising from an **Event** not first **Discovered** during the **Endorsement Period**;

b. Which is not covered by this **Endorsement**; or

c. Seeking relief not covered by this **Endorsement**.

2. Termination of Duty to Defend

a. The **Company's** right and duty to defend ends when the Endorsement Aggregate Coverage Limit of Insurance or applicable Limit of Insurance is exhausted by the **Company's** payments or the **Company** deposits the remaining portion of the Endorsement Aggregate Coverage Limit of Insurance or applicable Limit of Insurance with a court of competent jurisdiction.

b. The **Company's** right and duty to defend ends when the **Company** makes any of the following determinations: (i) the **Claim** arises from an **Event** not first **Discovered** during the **Endorsement Period**, (ii) the **Claim** is not covered by this **Endorsement**, or (iii) the **Claim** seeks relief that is not covered by this **Endorsement**.

3. Selection of Counsel

The **Company** shall have the right to select and appoint counsel to defend any **Claim** and **Regulatory Proceeding Claim**. The **Insured** shall not appoint counsel to defend any **Claim** without **Approval** in advance. Any costs incurred by an **Insured** for work performed by counsel, when that counsel was not **Approved**, shall be borne by the **Insured** and shall not erode the applicable Deductible set forth in the Schedule or be recoverable under this **Endorsement**. The **Company** shall have the right to substitute its chosen counsel for any counsel previously selected by the **Insured** without **Approval** unless otherwise prohibited by applicable law.

B. SETTLEMENT

The **Company** has the right to investigate, direct the defense of, and/or settle any **Claim** or **Regulatory Proceeding Claim** as the **Company** deems expedient.

C. COMPANY'S APPROVAL REQUIRED

It is a condition precedent for coverage under this **Endorsement** that the **Insured** shall not admit any liability, make any payment, assume any obligation, incur any expense, enter into or negotiate any settlement, stipulate to any judgment or award, or dispose of any **Claim** without **Approval**.

SECTION IV: REPORTING REQUIREMENTS

A. INSURED'S DUTY TO REPORT

1. NOTICE IS A CONDITION PRECEDENT TO COVERAGE

It is a condition precedent to coverage under this **Endorsement** that if a **Knowledge Group Member** first **Discovers** during the **Endorsement Period** any **Event** (including each **Related Event**, if any), **Claim** (including each **Related Claim**, if any), **Loss** (including each **Related Loss**, if any), or **Circumstances**, an **Insured** must provide written notice to the **Company** of such **Event**, **Claim**, **Loss** or **Circumstances**, such notice to include the information set forth in Section IV. A. 2 below, and to be provided as soon as practicable, but in all cases no later than thirty (30) days after first **Discovered**.

It is a condition precedent to coverage under this **Endorsement** that if the **Company** sends written notice to the **Named Insured** that this **Endorsement** is being cancelled for non-payment of premium, the **Named Insured** must provide written notice to the **Company** of any **Event, Claim, Loss** or **Circumstances** in accordance with the prior paragraph, but in any event no later than the earlier of: (i) thirty (30) days after such **Event**, **Claim**, **Loss** or **Circumstances** is first **Discovered**, and (ii) prior to the effective date of the cancellation.

Such notices must be sent to the **Company**. Notice to any **Vendor** (including lawyers, experts, and litigation support staff) does not constitute notice to the **Company** of an **Event**, **Claim**, **Loss** or **Circumstances** under this **Endorsement**.

2. INFORMATION TO BE INCLUDED IN NOTICES

In providing the notice under A.1, of this Section IV, each notice must include a written report with the following information:

a. If notice is of an **Event**, then a description of the **Event**, when and how the **Knowledge Group Member** first **Discovered** the **Event**, the **Circumstances** giving rise to the **Event**, and any **Claim** or **Loss** reasonably expected to arise from that **Event**.

b. If notice is of a **Claim**, or of an **Event** or **Circumstances** reasonably likely to give rise to a **Claim**, then a description of the **Claim**; when and how the **Knowledge Group Member** first **Discovered** the **Claim**; the names of the claimant or potential claimant, the **Impacted Individuals**, the **Impacted Entities**, and any other persons or entities involved; the specific **Third Party Liability Event** or regulatory proceeding which may form the basis of the **Claim**; all pleadings and other documents setting forth the **Claim** or notifying an **Insured** of the **Claim**; the **Circumstances** giving rise to the **Claim**; and the nature and extent of any potential **Damages**.

c. If notice is of a **Loss**, or of an **Event** or **Circumstances** reasonably likely to give rise to a **Loss**, then a description of the **Loss**, when and how the **Knowledge Group Member** first **Discovered** the **Loss**, the **Circumstances** giving rise to the **Loss**, and the nature and extent of any potential **Loss**.

d. If the notice is of **Circumstances**, then, in addition to the information in A.2.a., b., and c. above, a description of the **Circumstances**, when and how the **Knowledge Group Member** first **Discovered** the **Circumstances**, the reason the **Knowledge Group Member** believes such **Circumstances** are reasonably likely to result in an **Event**, **Claim** or **Loss**, and the nature and extent of any potential **Damages** or **Loss**.

3. REPORTS OF **MALICIOUS CODES** AND **EXPLOITS**

For **Network Security Events** and **Extortion Threat Events** based upon, arising out of, attributable to, caused by or resulting from **Malicious Code** or **Exploit**, the **Named Insured** must provide the **Company** as soon as possible with (a) any identifying characteristics, markers, or other

information which may identify the **Malicious Code** or **Exploit** involved in the **Event**, and (b) a written report by a forensic **Vendor** which identifies the **Malicious Code** or **Exploit** involved in the **Event**, such report be provided to the **Company** no later than thirty (30) days after the first **Discovery** of such **Event.**

For all other **Events**, such a report must be provided at the **Company's** request.

B. NO COVERAGE

1. No coverage under this **Endorsement** will be provided for:

a. Any **Damages** incurred or paid prior to the time the **Company** is notified of the **Claim** or any **Related Claim** pursuant to Section IV.A.; or

b. Any **Loss** incurred or paid prior to the time the **Company** is notified of a **Loss** or any **Related Loss** pursuant to Section IV.A.

2. No coverage under this **Endorsement** will be provided if any **Insured** reports any matter knowing or having reason to know it to be false or fraudulent.

C. DETERMINATION OF FIRST DISCOVERY

1. Each **Claim** and all its **Related Claims**, whenever made, will be deemed a single **Claim** first **Discovered** on the earlier of the following:

a. When the **Event** giving rise to the **Claim** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence; and

b. When the earliest of the **Related Claims** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence.

This Section IV.C.1. applies regardless of the following:

a. The number of **Related Claims;**

b. The number or identity of **Impacted Individuals**, **Impacted Entities**, or any other persons, entities, or claimants involved;

c. Whether the **Related Claims** are asserted in a class action or otherwise; or

d. The timing of the **Related Claims**, even if the **Related Claims** were received or **Discovered** in more than one **Endorsement Period.**

2. **Loss** and all its **Related Losses**, whenever occurring, will be deemed a single **Loss** first **Discovered** on the earlier of the following:

a. When the **Event** giving rise to the **Loss** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence; and

b. When the earliest of the **Related Losses** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence.

This Section IV.C.2. applies regardless of the following:

a. The number of **Related Losses**;

b. The number or identity of **Impacted Individuals**, **Impacted Entities**, or any other persons or entities involved; or

c. The timing of the **Related Losses,** even if the **Related Losses** occurred or were **Discovered** in more than one **Endorsement Period.**

3. Each **Event** and all its **Related Events**, whenever occurring, will be deemed a single **Event** first **Discovered** on the earliest of the following:

a. When the **Event** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence;

b. When the earliest of the **Related Events** was first **Discovered,** or could have been **Discovered** through the exercise of due diligence; and

c. When the earliest **Circumstances** were first **Discovered**, or could have been **Discovered** through the exercise of due diligence.

This Section IV.C.3. applies regardless of the following:

a. The number of **Related Events** or **Circumstances**;

b. The number or identity of **Impacted Individuals**, **Impacted Entities**, or any other persons, entities, or claimants involved; or

c. The timing of the **Related Events** or **Circumstances**, even if the **Related Events** or **Circumstances** occurred or were **Discovered** in more than one **Endorsement Period.**

For purposes of this Section IV.C., due diligence includes but is not limited to compliance with Section V.

SECTION V: DUE DILIGENCE AND COOPERATION

A. DUE DILIGENCE REQUIREMENTS

1. It is a condition precedent to coverage under this **Endorsement** that the **Named Insured** must, at its sole cost and expense, use due diligence to prevent and mitigate against any **Damages** or **Loss**, and to protect and monitor the security of **Protected Information** and its **Computer System**. This includes, but is not limited to:

a. Providing and maintaining appropriate physical security for the **Named Insured's** premises and the **Computer System**;

b. Performing and installing all available software updates and patches as soon as practicable but in no event later than thirty (30) days from the time the update or patch becomes available;

c. Installing, maintaining, monitoring, and updating firewalls, virus scans and anti-virus software, and ensuring that the foregoing are active and in use for the **Computer System**;

d. Providing and running a data backup system at appropriate intervals, including without limitation performing a full backup of the **Computer System** at least once every thirty (30) days;

e. Providing and maintaining password protection and encryption for all **IOT Devices**, **Portable Devices** and **Peripheral Hardwired Devices**;

f. Providing and maintaining encryption for **Protected Information** and financial transactions such as credit card, debit card, and check processing; and

g. Providing and maintaining secure disposal procedures for files containing **Protected Information** no longer needed for use.

B. COOPERATION

The **Insured** agrees not to take any action, or fail to take any requested action, that prejudices the **Insured's** rights or the **Company's** rights with respect to a **Claim** or **Loss**. In the event of a **Claim** or a **Loss**, the **Insured** must do the following upon the **Company's** request:

1. Fully assist and cooperate with the **Company** in the conduct, defense, investigation, negotiation, and settlement of a **Loss** or **Claim** or investigation of coverage of a **Loss** or **Claim**;

2. Submit to an examination under oath; provide the **Company** with written statements; attend meetings and negotiations; produce and make available all information, books, records, documents, and other materials which the **Company** deems relevant; and authorize the **Company** to obtain records and other information;

3. Take additional steps to protect the **Computer System** and **Protected Information** from further loss or damage and keep a record of the expenses necessary to do so;

4. Attend hearings, depositions, proceedings, trials, and appeals;

5. Assist the **Company** in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to the **Insured**;

6. Accept the **Company's** assignment of counsel unless otherwise prohibited by applicable law; and

7. Provide reports of forensic **Vendors** that identify the **Malicious Code** or **Exploit** involved in the **Event** as soon as possible; provided that this provision supplements, and does not replace, the reporting requirements set forth in Section IV.A.

SECTION VI: EXCLUSIONS

A. The **Company** shall not be liable to pay, indemnify or reimburse for any **Claim**, **Damages** or **Losses** based upon, arising out of, attributable to, caused by or resulting from, whether actual or alleged:

1. Any of the following:

a. Intentional creation or distribution of **Malicious Code** or **Exploit** by any **Insured**;

b. Unauthorized tampering with any **Computer System** by any **Insured**; or

c. Any dishonest, fraudulent, criminal, malicious, or willful act, error, or omission by any **Insured**.

2. Any **Mass Event**.

3. Any of the following:

a. Failure, interruption of service, or defect by third parties;

b. Misconfiguration of information technology systems, including but not limited to domain name system configuration changes and domain name hijacking, by third parties;

c. Unauthorized access or unauthorized use of a third party's computer system;

d. Malicious insider activity of or by third parties; or

e. Distribution of **Malicious Code** or **Exploit** by third parties,

in each case that impact the **Computer System** and cause **Claims, Losses** or **Damages.** For the purposes of this exclusion third parties shall refer to (i) any cloud service provider; (ii) any other entity providing to an **Insured,** or servicing for an **Insured**, any hardware or software over the internet; or (iii) any other entity providing software as a service, infrastructure as a service, managed security as a service, platform as a service, or any form of cloud data storage as a service to an **Insured.**

4. Any mechanical or service failure, interruption of service, or defect of:

a. Telephone, communications or data transmission lines, equipment or infrastructure;

b. Internet system, internet service provider or cloud service provider, device or computer system (other than a **Computer System,** or an internet system owned or leased by and operated under the control of the **Named Insured**); or

c. Electricity (including but not limited to power interruption, surge, brownout or blackout), gas, water or other utilities or their equipment or infrastructure (including, but not limited to power lines).

5. Shortcomings, errors or mistakes in any set of instructions (oral, written or electronic), scripts, program, code or software that is executed, run or installed on the **Computer System** either (a) during the course of a legitimate and authorized upgrade, update or maintenance process of any software, firmware or hardware on or part of a **Computer System**, or (b) that are present within the firmware or hardware of a **Computer System** as a result of the manufacturing process, in each case for (a) and (b), for the purposes of this exclusion, that directly causes **Claims**, **Losses** or **Damages**.

6. Any of the following:

a. Bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time;

b. Physical injury to tangible property, including all resulting loss of use of that property; or

c. Loss of use of tangible property that is not physically injured.

This exclusion shall not apply to a **Claim** for mental injury, mental anguish, or emotional distress directly resulting from a **Privacy Breach Event** or a **Media Wrongful Event.** For purposes of this exclusion, electronic data is not considered tangible property.

7. Any of the following:

a. Nuclear reaction, nuclear radiation, radioactive contamination, radioactive substance, electromagnetic field, electromagnetic radiation, or electromagnetism;

b. Pathogenic or poisonous biological or chemical materials, whether or not man-made, including communicable disease events;

c. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), riot, civil unrest, rebellion, revolution, insurrection, war-like action, coup, usurped powers or military power, including but not limited to those by state-sponsored actors, and action taken by government authority in hindering or defending against any of these; or

d. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

8. Any unlawful or unauthorized obtaining, gathering, collecting, acquiring, sharing, using, distribution or sale by an **Insured** of any **Protected Information**. Provided, however, this exclusion shall not apply to **Privacy Breach Expenses**, **Regulatory Proceedings Claims**, or **PCI Claims**, in each case directly arising from a **Privacy Breach Event**, and which are otherwise covered under this **Endorsement.**

9. The unsolicited dissemination of any communication to actual or prospective customers of the **Named Insured,** or to any other third party.

10. Any violation of the Telecommunications Act, the CAN-SPAM Act, or any other federal, state or local legislation, regulation or law or common law, either: (a) protecting a person's or entity's right of seclusion or privacy (other than a **Privacy Law**), or (b) addressing the unsolicited distribution, transmission or dissemination of any communication.

11. Any gaining of any profit or advantage to which the **Insured** is not legally entitled.

12. Any patent infringement or theft, copying, display, or publication of any patent, process, or trade secret.

13. Any breach of contract, agreement, understanding, warranty (including but not limited to product warranty), or other guarantee or promise. This exclusion shall not apply to the following:

a. Solely with respect to actual or alleged breach of contract, liability that would have attached to the **Named Insured** in the absence of such contract; or

b. PCI Fines.

14. Any liability or obligation the **Named Insured,** or anyone acting on behalf of the **Named Insured**, assumes under any contract, agreement, understanding, warranty (including but not limited to product warranty), or other guarantee or promise. This exclusion shall not apply to the following:

a. Liability that would have attached to the **Named Insured** in the absence of any such contract, agreement, understanding, warranty or other guarantee or promise; or

b. PCI Fines.

15. Any seizure, nationalization, confiscation, destruction, deletion or expropriation of any **Protected Information** or any **Computer System** held or used by an **Insured** by order of any governmental authority.

16. Any of the following:

a. Violation of any federal, state, local, foreign legislation, regulation, or law prohibiting any restraint of trade or antitrust activity;

b. Any price fixing, price discrimination, monopoly or monopolization, predatory pricing, unfair competition, collusion, or conspiracy;

c. Any unfair, false, misleading, or deceptive trade or business practice; or

d. Any false, misleading, deceptive, or fraudulent statement or representation in advertising or promoting the products, services, or business of the **Named Insured**; provided, however, that this exclusion will not apply to a **Claim** directly arising from a **Media Wrongful Event**.

17. Any of the following:

a. Discrimination of any kind; or

b. Wrongful employment practice of any kind.

18. Any **Circumstances**, **Claim, Event**, or **Loss**:

a. That was the subject of notice to another insurer or potential indemnitor prior to the Effective Date of this **Endorsement**; or

b. Discovered prior to the Effective Date of this **Endorsement,** or could have been **Discovered** through the exercise of due diligence prior to the Effective Date of this **Endorsement**.

19. The presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any other substances, including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances"), including but not limited to:

a. The cost of cleanup or removal of hazardous substances;

b. The cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;

c. The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to property or the environment, which may otherwise result; or

d. Any cost, based upon, arising out of, attributable to, caused by or resulting from, or

involving in any way any government direction or request that the **Named Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize hazardous substances.

B. The **Company** shall not be liable to pay for any **Claim** or **Damages** based upon, arising out of, attributable to, caused by or resulting from any **Claim** or **Damages**, whether actual or alleged, by any of the following:

1. Any **Insured** against another **Insured**, except for an otherwise covered **Claim** by an **Insured** under Section I.A.3;

2. Solely in the case of a **Privacy Breach Event**, by any person or entity other than an **Impacted Individual**, an **Impacted Entity**, or (solely in the case of a **Regulatory Proceeding Claim**) a federal or state regulatory body or regulator;

3. Any entity owned or controlled by, or which is under common ownership or control with, the **Named Insured**;

4. Any person or entity which owns or controls the **Named Insured**; or

5. Any independent contractor of the **Named Insured**.

SECTION VII: GENERAL CONDITIONS

A. TERMINATION

The cancellation and nonrenewal provisions of the policy to which this **Endorsement** is attached shall apply to this **Endorsement**. This **Endorsement** shall remain in effect until the expiration of the **Endorsement Period** unless:

1. The policy to which this **Endorsement** is attached is cancelled or non-renewed prior to the expiration of the **Endorsement Period**; or

2. This **Endorsement** is removed at the request of the **Named Insured**, such removal to be confirmed by further endorsement to the policy.

B. CHANGE IN CONTROL

1. For purposes of this **Endorsement**, a "Sale Transaction" means either of the following that occurs during the **Endorsement Period**:

a. The **Named Insured** consolidates or merges with or into, or sells more than 50% of its assets to, any other person or entity or group of persons or entities acting in concert, such that the **Named Insured** is not the surviving entity; or

b. Any person or entity or group of persons or entities acting in concert acquire more than 50% of the issued and outstanding voting equity securities of the **Named Insured** or control voting rights representing the right to vote for election of or to appoint more than 50% of the directors or trustees of the **Named Insured.**

In the event of a Sale Transaction, this **Endorsement** shall continue in full force and effect as to any **Event** first **Discovered** prior to the Sale Transaction. There shall be no coverage under this **Endorsement** for any **Event** first **Discovered** after the Sale Transaction. The **Named Insured** shall give the **Company** written notice of the Sale Transaction as soon as practicable but not later than thirty (30) days after the Sale Transaction.

2. For purposes of this **Endorsement**, an "Acquisition Transaction" means any of the following that occurs during the **Endorsement Period**:

a. The **Named Insured** consolidates or merges with any other person or entity or group of persons or entities acting in concert such that the **Named Insured** is the surviving entity;

b. The **Named Insured** acquires the assets of any other person or entity or group of persons or entities acting in concert, where such assets represent a market value, as of the date of such acquisition, of 10% or greater of the **Named Insured's** market value;

c. The **Named Insured** acquires or creates a new entity or subsidiary such that the **Named Insured** holds more than 50% of the issued and outstanding voting equity securities or controls voting rights representing the right to vote for election of or to appoint more than 50% of the directors or trustees of such entity or subsidiary; or

d. The subsequent addition of another entity or person as a **Named Insured** in addition to the entity or person listed at the time of the commencement of the **Endorsement Period** as the **Named Insured** on the Policy Declarations to which this **Endorsement** is attached.

In the event of an Acquisition Transaction, then there is coverage under this **Endorsement** for such additional entity, subsidiary or person for any **Claim**, **Loss**, **Event**, or **Circumstances** first **Discovered** within the sixty (60) day period immediately following the Acquisition Transaction or until the end of the **Endorsement Period**, whichever occurs first. There is no coverage for such additional entity, subsidiary or person after that time period unless (i) as soon as practicable but no later than thirty (30) days after the Acquisition Transaction, the **Named Insured** provides the **Company** with notice and the particulars of such Acquisition Transaction; (ii) the **Company** agrees to extend the coverage of this **Endorsement** to such surviving **Named Insured**, newly acquired or created entity or subsidiary, or additional entity or person, as applicable, and the **Company** amends the terms of this **Endorsement** accordingly; and (iii) the **Named Insured** pays any additional premium when due. Such extended coverage does not apply to any **Claim**, **Loss**, **Event**, or **Circumstances** first **Discovered** or that could have been first **Discovered** (either by a **Knowledge Group Member** or equivalent in such additional entity or subsidiary) through the exercise of due diligence (including but not limited to in compliance with Section V) before the Acquisition Transaction.

C. BANKRUPTCY

Bankruptcy or insolvency of the **Named Insured** will not relieve any **Insured** or the **Company** of any obligations nor deprive the **Company** of its rights and defenses under this **Endorsement** unless such obligations are in violation of applicable law.

D. EXCESS COVERAGE

This insurance shall be excess of any other insurance that applies to any **Claim**, **Event**, **Loss**, **Circumstances** or **Damages** covered hereunder and shall not contribute with any or all other insurance, including any deductible or retention, whether collectible or not.

E. ASSIGNMENT

This **Endorsement** and any and all interests and rights hereunder are not assignable without **Approval**.

F. TERMS TO CONFORM TO APPLICABLE LAW

Where necessary, the **Company** shall amend the terms and conditions of this **Endorsement** to conform to applicable law.

G. TERRITORY

This **Endorsement** applies to acts committed or **Losses** occurring anywhere in the world except as set forth under "Sanctions" in Section VII.H.; provided, however, that any **Claim** must be brought in the United States.

H. SANCTIONS

This Endorsement does not apply, and the **Company** shall not be liable to provide coverage or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would be in violation of any trade or economic sanctions law or regulation applicable to the **Company's** jurisdiction of domicile or those of another jurisdiction with which the **Company** is legally obligated to comply, including without limitation any trade or economic sanctions or embargo by the United States.

I. LEGAL ACTION AGAINST THE COMPANY

1. No legal action or claim may be brought against the **Company** based upon, arising out of, attributable to, caused by or resulting from this Endorsement unless the following criteria are met:

a. There has been full compliance by the **Insureds** with all the terms and conditions of this **Endorsement**; and

b. The action is brought within the limit of time provided under applicable law, but in no event later than sixty (60) months from the date the **Knowledge Group Member** first **Discovers** the earliest of any **Circumstances**, **Claim**, **Event** or **Loss** pertaining to such action.

2. In the event that the requirements set forth in Section VII.I.1. have been complied with, with respect to a legal action or claim against the **Company**, the amount of damages and losses shall be limited to the following:

a. The amount of a non-appealable order of a court or other tribunal (e.g., arbitral panel) resolving such dispute on the merits; or

b. The amount for which the legal action or claim was settled, provided that the settlement was agreed to in accordance with the terms and conditions of this **Endorsement**.

J. NO JOINDER

No individual or entity shall have any right under this **Endorsement** to join the **Company** as a party to any **Claim** to determine the liability of the **Insured**, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative in any such **Claim**.

K. SUBROGATION

In the event of any payment under this **Endorsement**, the **Company** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery thereof, and the **Insured** shall execute all papers required and shall do everything that may be necessary to preserve and secure such rights, including the execution of such documents necessary to enable the **Company** to effectively bring suit in the name of the **Insured**.

The **Company** assumes no duty to recover any amounts paid under this **Endorsement**; however, any amounts as may be recovered pursuant to the exercise of the **Company's** rights of subrogation shall be applied as follows: (i) to the repayment of expenses incurred by the **Company** in exercising any rights of subrogation; (ii) to **Damages** and **Losses** incurred by the **Named Insured** in excess of the Limits of Liability hereunder; and (iii) to **Damages** and **Losses** paid by the **Company**.

L. HEADINGS

The titles of paragraphs, sections, provisions, or endorsements of or to this **Endorsement** are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the **Endorsement**.

SECTION VIII: DEFINITIONS

Except where this Endorsement expressly or by implication indicates otherwise, the plural of any term includes the singular, and the singular of any term includes the plural. To the extent of any conflict between defined terms in this **Endorsement** and the policy to which this **Endorsement** is attached, then the definitions set forth in this **Endorsement** shall prevail.

A. **Approval** and **Approved** means the **Company's** written approval, including in response to a written request for approval by the **Named Insured**. Where **Approval** is required in this **Endorsement** the **Named Insured** must promptly submit such written request for **Approval** to the **Company**.

B. **Circumstances** means facts, subjects, situations, decisions, causes, persons, transactions, events, acts, errors or omissions, or class of persons or events, in each case which could reasonably be likely to give rise to a **Claim**, **Loss**, or **Event**, as applicable.

C. **Claim** means each of the following:

1. For the purposes of **Third Party Liability Events**, a **Third Party Claim**.
2. For the purposes of **PCI Security Violation Event**, a **PCI Claim**.

D. **Claim Expenses** means each of the following**:**

1. Reasonable and necessary fees, costs and expenses charged by any **Vendor** and **Approved**, such **Vendor Approved** in advance (including lawyers, experts, and litigation support staff) for the investigation, adjustment, settlement and/or defense of a **Claim** or **Regulatory Proceeding Claim**;
2. Post-judgment interest which accrues after a **Final Judgment**; and
3. The premiums for appeal, attachment, or similar bonds, but only for bond amounts **Approved** and within the remaining applicable Limits of Insurance. The **Company** does not have any obligation to furnish these bonds.

Claim Expenses do not include the following:

1. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the **Company** or the **Insureds**;
2. Fees, costs, and expenses incurred prior to the time that a **Claim** or **Regulatory Proceeding Claim** was reported to the **Company;**
3. Fees, costs, and expenses incurred without **Approval;**
4. Fees, costs, and expenses incurred to improve or upgrade the **Computer System** beyond what it was prior to the **Claim** or **Regulatory Proceeding Claim**; or
5. Fees, costs, and expenses to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief.

E. **Company** means the Insurer as titled on the Schedule page of this **Endorsement**.

F. **Computer System** means a computer or series of interconnected computers owned or leased by and operated under the control of the **Named Insured**. **Computer System** also includes the following, but only if owned or leased by and operated under the control of the **Named Insured**:

1. **Electronic Media**;

2. **Portable Devices**;

3. **IOT Devices**; and

4. **Peripheral Hardwired Devices**.

Computer System does not include a computer system the **Named Insured** operates for others.

G. **Corporate Information** means any business information of a third party, which is not available to the general public and is provided to an **Insured** subject to a mutually executed written confidentiality agreement with the **Named Insured**, or which the **Named Insured** is legally required to maintain in confidence. The **Corporate Information** must be in the direct care, custody or control of the **Named Insured** in the ordinary course and scope of its business operations. The term **Corporate Information** does not include **Personally Identifiable Information**.

H. **Crypto currency** means a digital or virtual currency that uses crypto currency for security and uses encryption techniques to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

I. **Damages** means each of the following:

1. With respect to a **Third Party Claim**, **Claim Expenses** and the following monetary amounts the **Insured** becomes legally obligated to pay resulting from a **Final Judgment** or settlement:

a. Compensatory damages,

b. Attorney's fees and other litigation costs included in any **Final Judgment**, and

c. Pre-Judgment interest included in any **Final Judgment**.

2. With respect to a **PCI Claim**, **PCI Fines**.

Damages does not include any of the following:

i. Any monetary amount which the **Insured** is not legally obligated to pay;

ii. Any monetary amount which is not insurable under the applicable law or jurisdiction pursuant to which the **Endorsement** is construed;

iii. Past, present and future earned and unearned royalties, profits, fees, costs, expenses, or commissions, or the return of royalties, profits, fees, costs, expenses, commissions, and profits unjustly held or obtained;

iv. Consideration charged by, paid to or owed to the **Insured**, including but not limited to restitution, disgorgement, reduction, or return of any consideration;

v. Fees, costs, and expenses required to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief, including but not limited to costs to remove electronic data from a website or social media site;

vi. Discounts, prizes, awards, coupons, or other incentives offered to the **Insured's** clients, **Impacted Individuals**, or **Impacted Entities**;

vii. Civil or criminal fines or penalties imposed by law, except **PCI Fines**;

viii. Punitive and exemplary damages;

ix. The multiple portion of any multiplied damages; or

x. Taxes, loss of tax benefit or fines, tax penalties or sanctions imposed against the **Named Insured**.

xi. **Regulatory Fines** and **Claim Expenses** resulting from a **Regulatory Proceeding Claim**.

J. **Discovers** or **Discovered** means the time a **Knowledge Group Member** receives, receives notice of, or becomes aware of any of the following: (i) any **Event**; (ii) any **Circumstances**; or (iii) any **Claim** or **Loss** or potential **Claim** or **Loss**, regardless of the potential amount of the **Claim** or **Loss**.

K. **Electronic Media** means any electronic data which is unique to the **Named Insured**, including audio or visual information, ready-for-use applications, programs, and other content in machine-readable format.

L. **Electronic Media Advertising** means **Electronic Media** which advertises or promotes the **Named**

Insured's products or services.

M. **Endorsement** means this Endorsement issued by the **Company**.

N. **Endorsement Period** means the **Endorsement Period** set forth in the Schedule.

O. **Event** means a **Media Wrongful Event**, a **Network Security Event**, a **Privacy Breach Event**, an **Extortion Threat Event**, or a **PCI Security Violation Event.**

P. **Exploit** means a vulnerability in a **Computer System** or software through which **Malicious Code**, or software designed to find, create, or take advantage of such vulnerability, can enter such **Computer System**.

Q. **Extortion Threat Event** means a credible threat, or a series of credible threats, by a third party, to cause or continue to cause one or more (i) **System Compromise** or (ii) **Unauthorized Access or Unauthorized Use** of **Protected Information**, in each case accompanied by a demand by such third party for money (including **Crypto Currency**) from the **Named Insured** or a **Knowledge Group Member** where the payment of such money is a condition of mitigation or removal of such threat or series of threats.

R. **Extortion Threat Losses** means the **Funds Paid** by the **Named Insured** (with the approval of a **Knowledge Group Member**) in response to an **Extortion Threat Event** to the party that made the **Extortion Threat Event**, and the reasonable and necessary fees, costs, and expenses charged by a **Vendor** (including lawyers, experts, and litigation support staff) to respond to, confirm, negotiate or pay an **Extortion Threat Event**. **Extortion Threat Losses** does not include data restoration expenses or system restoration expenses.

S. **Final Judgment** means a non-appealable order of a court or other tribunal (e.g., arbitral panel) resolving, on the merits, a dispute between an **Insured** and a third party (including government agencies), as to which either no further appeal is possible or a decision is made with **Approval** not to appeal further.

T. **Funds Paid** means the value of the funds paid that are in the form of check, wire transfer, credit card payment, debit card payment or **Crypto currency**. **Funds Paid** excludes cash payments. For **Funds Paid** in **Crypto currency**, the value of the **Funds Paid** shall be the value of the **Crypto currency**, in U.S. dollars, at the time of payment.

U. **Impacted Entities** means any business, entity or organization whose **Corporate Information** is lost, stolen, unintentionally or unknowingly disseminated, or accidentally published by a **Privacy Breach Event** covered under this **Endorsement**. This definition is subject to all of the following provisions:

1. **Impacted Entity** does not include any **Impacted Individual**; and

2. **Impacted Entity** may be domiciled anywhere in the world.

V. **Impacted Individuals** means any person whose **Personally Identifiable Information** is lost, stolen, unintentionally or unknowingly disseminated, or accidentally published by a **Privacy Breach Event** covered under this **Endorsement**. This definition is subject to all of the following provisions:

1. **Impacted Individual** does not include any **Impacted Entity**. Only an individual person may be an **Impacted Individual**; and

2. **Impacted Individual** may reside anywhere in the world.

W. **IOT Device** means any electronic device (other than a **Portable Device**) or hardwire connected device, that connects to the **Computer System** directly or through a **VPN**. **IOT Devices** include, but are not limited to, smart printers, industrial control systems, security systems, smart speakers, smart televisions and smart appliances.

X. **Insured** means the **Named Insured**, **Knowledge Group Members**, and the **Named Insured's** employees but only while such employees are acting within their capacity as such for the **Named Insured**.

Y. **Knowledge Group Member(s)** mean the **Named Insured**'s principals, officers, directors, and risk managers, but only while acting in their capacity as such for the **Named Insured**.

Z. **Loss(es)** means **Privacy Breach Expenses, Extortion Threat Losses** and with respect to a **Regulatory Proceeding Claim** both **Regulatory Fines** and **Claim Expenses**. **Loss(es)** do not include:

i. Costs and expenses required to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief, including but not limited to costs to remove electronic data from a website or social media site;

ii. Any monetary amount which is not insurable under the applicable law or jurisdiction pursuant to which the **Endorsement** is construed;

iii. Discounts, prizes, awards, coupons, or other incentives offered to the **Insured's** clients, **Impacted Individuals**, or **Impacted Entities**;

iv. Consideration charged by, paid to or owed to the **Insured,** including but not limited to restitution, disgorgement, reduction, royalties or licensing fees, or return of any consideration;

v. Any costs, fees or expenses incurred or paid by the **Insured** in establishing the existence of or amount of **Loss**, other than to a **Vendor** (including lawyers, experts, and litigation support staff) designated in writing or **Approved** in advance;

vi. Fines, taxes, penalties, loss of tax benefits or sanctions, except for **Regulatory Fines**; or

vii. Indirect or consequential losses.

AA. Malicious Code means an unauthorized or harmful program, code, or script, including but not limited to any virus, Trojan horse, worm, time, logic bomb, spyware, ransomware, or malware.

BB. Mass Event means the original and any variant of a **Malicious Code** or **Exploit** that is both:

a. The subject of an alert by, or is identified by a name or designation that is assigned by, any (i) United States (federal or state) government entity or agency or (ii) computer security, forensics, threat intelligence, or anti-virus entity, service provider or vendor (including but not limited to CrowdStrike, Juniper Networks, Mandiant/FireEye, Norton, Malwarebytes, McAfee, Kaspersky, Digital Shadows, RiskIQ, Recorded Future, Flashpoint, Anomali, Mimecast, Proofpoint, Palo Alto Networks, RSA, Seculert/Radware, Symantec, or Verizon); and

b. Publicized (meaning reported on in two or more news or technology media or publications, including but not limited to The New York Times, Washington Post, Los Angeles Times, Financial Times, FOX Corporation, CNN, The Wall Street Journal, NBC News, ABC News, CBS News, VICE Motherboard, Data Breach Today, Krebs on Security, Dark Reading, ZD NET, Wired, PC World, The Register, or CSO Online);

in each case, prior to an **Insured** providing notice of an **Event**, **Loss**, **Claim** or **Circumstances,** whichever is earliest, pursuant to Section IV. A.

CC. Media Wrongful Event means any or all of the following that is unintentionally or unknowingly caused by **Electronic Media Advertising** first published or disseminated during the **Endorsement Period**:

1. Libel, slander or other defamation; or

2. Infringement of copyright, trademark, title, slogan, trade name, trade dress, service mark, service name, or misappropriation of ideas.

DD. Named Insured means the person(s) and/or entity(ies) listed on the Policy Declarations, to which this Endorsement is attached.

EE. Network Disruption Event means an interruption, disruption, failure, suspension, or delay in the performance of the **Computer System** directly caused by **Unauthorized Access or Unauthorized Use** of, or the introduction of **Malicious Code** or **Exploit** into, the **Computer System**.

FF. Network Security Event means any one or more of the following directly caused by a **Network Disruption Event**:

1. The inability of an **Insured** or authorized third party user to access the **Computer System**;

2. An **Insured's** transmittal or distribution of **Malicious Code** or **Exploit** to, or the failure or corruption of, a third party's computer system or network; or

3. The perpetuation of a denial of service attack on a third party's computer system or network.

GG. Payment Card Services Agreement means an agreement between the **Named Insured** and a financial institution, credit card or debit card company or credit or debit card processor, enabling the **Named Insured** to accept credit card, debit card, prepaid card or other payment cards for payments.

HH. PCI Claim means the notification of the **Named Insured's** failure to comply with or violation of any Payment Card Industry Data Security Standards established by the PCI Security Standards Council, which notification is by a party who has entered into a **Payment Card Services Agreement** with the **Named Insured**.

II. PCI Fines means the fines paid which are explicitly defined as a "fine" in, and which the **Named Insured** is contractually obligated to pay pursuant to, a **Payment Card Services Agreement** due to a breach of a **Payment Card Services Agreement** caused by a **PCI Security Violation Event**. **PCI Fines** do not include (i) subsequent fines arising out of continued noncompliance or the same breach, (ii) any increased transaction costs, or (iii) any chargebacks.

JJ. **PCI Security Violation Event** means the act or omission of the **Named Insured** that violated the Payment Card Industry Data Security Standards as determined in accordance with the terms of the **Payment Card Services Agreement**.

KK. **Peripheral Hardwired Devices** means non-portable devices connected by hardwire to the **Computer System**, including but not limited to printers, scanners, and routers.

LL. **Personally Identifiable Information** means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial account or medical records information, and for which notification of unauthorized access is required by a **Privacy Law**. The term **Personally Identifiable Information** does not include publicly available information that is lawfully made available to the general public (including, without limitation, being made available by such person on social media or other public sites), or **Corporate Information**. The **Personally Identifiable Information** must be in the direct care, custody or control of the **Named Insured** in the ordinary course and scope of its business operations.

MM. **Portable Device** means an electronic portable device such as a computer, smart phone, smart wearable or other similar device that connects to the **Computer System** either directly or through a **VPN**.

NN. **Privacy Breach Event** means the following actual or alleged events:

1. Theft, loss, unintentional or unknowing dissemination, or accidental publication of **Protected Information**;

2. **Unauthorized Access or Unauthorized Use** of **Protected Information**; or

3. The **Named Insured's** violation of a **Privacy Law**.

OO. **Privacy Breach Expenses** means the following reasonable and necessary fees, costs and expenses directly incurred for or by the **Named Insured**, and **Approved** in advance, in responding to a **Privacy Breach Event**:

1. **Notification Expenses**:

Notification fees and expenses charged by a **Vendor** (including lawyers, experts, and litigation support staff) to notify an **Impacted Individual** and any regulator required to be notified by applicable law that: (i) a **Privacy Breach Event** occurred, and (ii) there was, may have been or may be **Unauthorized Access or Unauthorized Use** of the **Personally Identifiable Information**.

2. **Monitoring Expenses**:

Fees and expenses charged by a **Vendor** (including lawyers, experts, and litigation support staff) to provide credit monitoring, identity theft, or fraud resolution services to an **Impacted Individual** affected by a **Privacy Breach Event**.

3. **Cyber Investigation Expenses**:

Fees and expenses charged by a **Vendor** (including lawyers, experts, and litigation support staff) to investigate any or all of the following:

a. Whether **Protected Information** has been accessed; or

b. Whether the **Named Insured** has an obligation to provide notice under a **Privacy Law**.

4. **Crisis Management Expenses**:

a. Fees and expenses charged by an **Approved** public relations firm, law firm or crisis management firm to perform crisis management services to minimize the potential harm to the **Named Insured's** business from a **Privacy Breach Event**; and

b. Fees and expenses charged by a call center designated in writing or **Approved** in advance to assist in managing incoming calls during and concerning a **Privacy Beach Event**.

Privacy Breach Expenses shall not include the following:

i. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the **Company** or the **Insureds**; or

ii. Fees, costs or expenses to enhance, upgrade or otherwise modify, or improve the **Computer System** beyond the level that existed immediately prior to the occurrence of a **Privacy Breach Event**.

PP. **Privacy Law** means any law or regulation governing the protection of **Personally Identifiable Information,** provided that the text of the law or regulation expressly requires one or more of the following:

1. Posting privacy policies;

2. Adopting specific privacy or security controls for **Personally Identifiable Information**; or

3. Notifying **Impacted Individuals** if their **Personally Identifiable Information** has potentially been accessed or disclosed without authorization.

QQ. **Protected Information** means **Personally Identifiable Information** or **Corporate Information**.

RR. **Regulatory Fines** means the civil or administrative fines or penalties assessed against a **Named Insured** in a **Regulatory Proceeding Claim**, if such fines and penalties are insurable under the applicable law and the **Named Insured** is legally obligated to pay such fines and penalties, in all cases arising from a **Privacy Breach Event**.

SS. **Regulatory Proceeding Claim** means each of the following that alleges the failure to comply with a U.S. federal or state **Privacy Law**:

1. A written demand to the **Named Insured** for documentation or information commenced by service of a complaint or similar pleading brought by a federal or state regulatory body or regulator; or

2. An investigation or civil proceeding brought against the **Named Insured** by a federal or state regulatory body or regulator.

TT. **Related Claims** mean all **Claims** that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar **Circumstances**, or a same, continuous, repeated, related, or substantially similar series of **Circumstances**.

UU. **Related Events** means all **Events** that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar **Circumstances**, or a same, continuous, repeated, related, or substantially similar series of **Circumstances**.

VV. **Related Losses** mean all **Losses** that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar **Circumstances**, or a same, continuous, repeated, related, or substantially similar series of **Circumstances**.

WW. **System Compromise** means the **Unauthorized Access or Unauthorized Use** of the **Computer System**, or the introduction of **Malicious Code** or **Exploit** into the **Computer System**, that materially degrades or damages the performance of the **Computer System** or corrupts or destroys any **Electronic Media** in the **Computer System**.

XX. **Third Party Claims** means a written demand or assertion of a legal right for monetary damages or services, including the service of a civil complaint or similar proceeding, or request for arbitration or mediation, brought against an **Insured**, in each case directly arising from a **Third Party Liability Event**. For the avoidance of doubt, **Third Party Claims** do not include **Regulatory Proceeding Claims**.

YY. **Third Party Liability Event** means any or all of the following:

1. **Media Wrongful Event**;

2. **Network Security Event**; or

3. **Privacy Breach Event**.

ZZ. **Unauthorized Access or Unauthorized Use** means the access to or use of the **Computer System** or **Protected Information** by a person or entity not authorized to do so, or the access to or use of the **Computer System** or **Protected Information** by an authorized person or entity in an unauthorized manner.

AAA. **Vendor** means a third party person or entity that provides services to the **Named Insured** that the **Company** has either (i) designated in writing, or (ii) **Approved**. Where indicated, the term **Vendor** may include lawyers, experts, and litigation support staff.

BBB. **VPN** means a virtual private network.