



# Why choose CFC cyber?

Find out why CFC's market-leading cyber insurance products are trusted by over 100,000 businesses around the globe to help protect them against cyber risk.

## Broad cyber coverage

Covering a range of attacks and incidents, including:

- ✓ **Unlimited reinstatements with nil deductible**, where you'll pay either none, or only single deductible, no matter how many cyber incidents we respond to.
- ✓ **Proactive cyber attack prevention** contractually embedded into the insurance product as a world first.
- ✓ **Business interruption** includes full limits for systems failure events, lost or missed bids, data recreation cover and emergency continuity costs.
- ✓ **Interim payments** for business interruption losses prior to the final adjustment.
- ✓ **Extensive crime coverage**, including invoice manipulation, theft of client funds and physical goods.
- ✓ **Affirmative coverage** for AI, contingent bodily injury, extortion response costs and more.

## Largest in-house incident response and claims team

- ✓ **+200 incident response experts** situated around the globe to offer 24x7x365 support.
- ✓ **Specifically trained** to triage, remediate and recover businesses from cyber attacks.
- ✓ **Regionally specialized claims team**—who have a deep understanding of your local jurisdiction.

## Cyber attack prevention services—as standard

Working to protect you from cyber attacks—helping to prevent a claim, before it happens.

- ✓ Starts the day you bind, working throughout the policy period.
- ✓ Included as standard, at no extra cost.
- ✓ Using a range of advanced cyber security tools and technology to identify threats and alert you to those that matter.

## 99.1% cyber claims acceptance rate\*

- ✓ Giving you the confidence and peace of mind that your largest business risk will be covered.
- ✓ Providing you with a comprehensive product that covers what it says it will.

## 25 years' cyber experience

- ✓ As one of the **longest running cyber providers**, you can trust we work to put your business first.
- ✓ The largest in-house cyber team in the market, who offer a **streamlined and efficient process** from underwriting and cyber security to incident response and claims.

\*Based on the last 12 months of cyber claims.

Note: Incident response services are provided by an affiliate of CFC Underwriting Ltd, trading under the name CFC Response.



# Cyber attack prevention and remediation

A CFC cyber policy offers protective services working to help prevent attacks from happening in the first place. If an incident does occur, our expert technical team will help get you back online, fast.

## Proactive cyber attack prevention

Working to protect you from cyber incidents.

We supplement your existing cyber security programme by assessing your businesses' attack surface to understand what we're protecting. Then work around the clock, seeking to identify threats and risks that could impact your businesses—only alerting you to those threats that matter.

Using a range of advanced cyber security tools:



### Threat intelligence

We partner with government and private threat intelligence organizations to receive and **analyze information about cyber threats** targeting your business.



### Threat hunting

Our cyber threat analysts **actively search the dark web** and hacker forums for compromised customer credentials and any other malicious activity.



### Vulnerability scanning

We actively **scan insureds for known vulnerabilities** and cyber risks that have a high correlation to claims.



### Real-time claims data

We use our own proprietary claims data to help **identify attack trends** and potential threats.

## Expert incident response and cyber claims

Helping to get you back online, fast.

If we alert you to malicious activity in your system, or you notify us of something, our in-house team are trained to:



### Triage

Once notified, **we'll be in touch within 15 mins\*** to assess the situation and identify the necessary resources to address the incident.



### Contain

Our team of cyber security engineers, forensic specialists and incident responders will **contain and remediate the incident**. If needed, we'll partner with third-party specialists.



### Recover

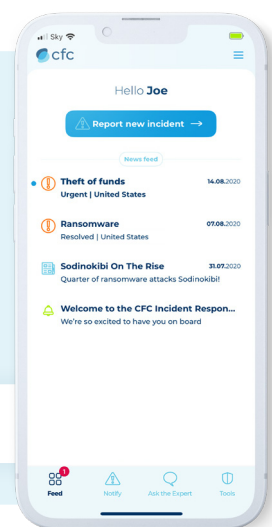
Once contained, our incident response and claims team work closely together to rebuild systems, reconstitute data and **get your business back up and running**.

## Response app

Our award-winning mobile app offers free exclusive cyber security tools and access to technical support 24/7. Helping you get the most out of our preventative and responsive cyber services.

- ✓ Most secure line of communication with our expert cyber security team.
- ✓ Fastest way to alert us of an incident.
- ✓ Receive personalized critical cyber threat alerts.

Download today to get the most out of your cyber policy.



\*For notifications that come through our app, Response or via phone.

Note: Incident response services are provided by an affiliate of CFC Underwriting Ltd, trading under the name CFC Response.



The insurance hereby evidenced is written by an approved nonlicensed insurer in the State of Ohio and is not covered in case of insolvency by the Ohio Insurance Guaranty Association.

## INDICATION OF TERMS

REFERENCE NUMBER: 7359780  
 COMPANY NAME: Brecksville-Broadview Heights City School District  
 TOTAL PAYABLE: USD20,015.00  
 Premium breakdown:

Cyber & Privacy: USD19,440.00  
 TRIA: USD0.00  
 Policy Administration Fee: USD575.00

Ohio Premium:	\$19,440
Fees:	\$575
Surplus Lines Tax:	\$1,000.75
<b>TOTAL:</b>	<b>\$21,015.75</b>

BUSINESS OPERATIONS: School District  
 LEGAL ACTION: Worldwide  
 TERRITORIAL SCOPE: Worldwide  
 AGGREGATE DEDUCTIBLE: USD25,000.00 in the aggregate  
 REPUTATIONAL HARM PERIOD: 12 months  
 INDEMNITY PERIOD: 12 months  
 TIME FRANCHISE: 8 hours  
 WORDING: Cyber Proactive Response v4.0

ENDORSEMENTS: Complaints Notice (USA)  
 Policyholder Disclosure Notice Of Terrorism Insurance Coverage  
 Amwins Special Amendatory Clause

SUBJECTIVITIES: This quote is subject to the following being provided by the stated deadline:

1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (prior to binding)
2. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
3. Confirmation multi-factor authentication is enabled and enforced for all remote access to the network (including all RDP ports). Not applicable if no remote access is allowed & not applicable to students. (prior to binding)

POLICY PERIOD: 12 months  
 DATE OF ISSUE: 15 Jun 2026  
 OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualized premium  
 SECURITY: Certain underwriters at Lloyd's and other insurers  
 UNDERWRITER: Elliot Everson



ADDITIONAL NOTES:

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES



## DECLARATIONS

### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

#### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

### INSURING CLAUSE 2: CYBER CRIME

NO COVER GIVEN

### INSURING CLAUSE 3: CYBER EXTORTION

Limit of liability: USD2,000,000 each and every claim

### INSURING CLAUSE 4: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

#### SECTION B: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim



#### SECTION C: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim

#### SECTION D: EMERGENCY AND ADDITIONAL OPERATIONAL CONTINUITY COSTS

Limit of liability: USD100,000 each and every claim

#### SECTION E: VOLUNTARY AND REGULATORY SHUTDOWN

Limit of liability: USD2,000,000 each and every claim

#### SECTION F: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim

#### SECTION G: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

#### SECTION H: LOST OR MISSED BIDS

Limit of liability: USD2,000,000 each and every claim

#### SECTION I: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

#### INSURING CLAUSES 5 AND 7 - 9 COMBINED

Aggregate limit of liability: USD2,000,000 in the aggregate

#### INSURING CLAUSE 5: NETWORK SECURITY & PRIVACY LIABILITY

##### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

##### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

##### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

##### SECTION D: REGULATORY FINES, PENALTIES AND INVESTIGATION COSTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**



#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

#### SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability: USD250,000 in the aggregate, including **costs and expenses**

#### INSURING CLAUSE 6: CRIMINAL REWARD COVER

Limit of liability: USD100,000 each and every claim

#### INSURING CLAUSE 7: MEDIA LIABILITY

##### SECTION A: DEFAMATION

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

##### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**

#### INSURING CLAUSE 8: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

#### INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate



## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact CFC stating the nature of your complaint, the certificate and/or claim number.

You can contact us directly at [complaints@cfc.com](mailto:complaints@cfc.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
11th Floor, 8 Bishopsgate  
London EC2N 4BQ  
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

**You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.**

**The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.**



## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfc.com](mailto:dataprotection@cfc.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



## OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

- a. is separate from and in addition to the premium stated in the Declarations page;
- b. is not subject to any tax that would otherwise be applied to the premium; and
- c. constitutes a separate agreement between the Insured stated in the Declarations page and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Brecksville-Broadview Heights City School District

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## AMWINS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Brecksville-Broadview Heights City School District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The "OPTIONAL EXTENDED REPORTING PERIOD" is deleted in its entirety.
2. If the limits of liability for **INSURING CLAUSE 2 (SECTIONS A-G and J only)** are lesser than USD500,000 then the limit of liability for **INSURING CLAUSE 2 (SECTION K only)** is deleted in its entirety and replaced with the following:

Limit of liability: USD500,000 each and every claim

3. The following **SECTION** is added to **INSURING CLAUSE 4**:

**SECTION: NON-TECH DEPENDENT BUSINESS INTERRUPTION**

Limit of liability: USD1,000,000 each and every claim

4. The following **SECTIONS** are added to **INSURING CLAUSE 5**:

**SECTION: CORRECTIVE ACTION PLAN COSTS**

Aggregate limit of liability: USD50,000 in the aggregate

**WRONGFUL COLLECTION AND USE OF PERSONAL DATA AND DATA PRIVACY REGULATORY INVESTIGATIONS SECTIONS COMBINED**

Aggregate limit of liability: USD50,000 in the aggregate, including **costs and expenses**

**SECTION: WRONGFUL COLLECTION AND USE OF PERSONAL DATA**

Aggregate limit of liability: USD50,000 in the aggregate, including **costs and expenses**

**SECTION: DATA PRIVACY REGULATORY INVESTIGATION**

Aggregate limit of liability: USD50,000 in the aggregate, including **costs and expenses**

It is further understood and agreed that the following amendments are made to this Policy:

1. **INSURING CLAUSE 1 (SECTION B only)** is deleted in its entirety and replaced with the following:

**SECTION B: LEGAL AND REGULATORY COSTS**



**We** agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

However, cover under this Section is only provided in the event the fraudulent electronic communications are as a direct result of the **third party** compromising the **company's** network security.

- a. obtain legal advice to determine the correct course of action;
  - b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;
  - c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
  - d. notify any **third party** entities that **you** are obliged to inform of the **cyber event**;
  - e. respond to any **regulatory investigation**; and
  - f. defend any regulatory actions.
2. Part c. of **INSURING CLAUSE 1 (SECTION C)** only) is deleted in its entirety and replaced with the following:
- a. conduct a forensic investigation of **your computer systems** (including costs incurred to preserve evidence of criminal activity or malicious activity) where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
3. Parts a. and b. of **INSURING CLAUSE 2 (SECTION A)** only) are deleted in their entirety and replaced with the following:
- a. any unauthorized electronic transfer of company funds from a bank or payment processor;
  - b. theft of the company's money or other financial assets from a bank or payment processor by electronic means;
4. The following paragraph is added to **INSURING CLAUSE 2 (SECTION A)** only):

However, **we** will not make any payment under this Section for any cryptoasset, including cryptocurrency, utility tokens, securities token or ecosystem tokens.

5. In **INSURING CLAUSE 3**, the words "**We** agree to pay on behalf of the **company** any ransom in response to an extortion demand made against **you** and first discovered by **you** during the **period of the policy** as a direct result of any actual or threat of:" are deleted in their entirety and replaced with the following:

"**We** agree to pay on behalf of the **company** any ransom (including ransoms paid in fiat currency, cryptocurrency or in the form of



tangible property) in response to an extortion demand made against **you** and first discovered by **you** during the **period of the policy** as a direct result of any actual or threat of:"

6. The following **SECTION** is added to **INSURING CLAUSE 4**:

**SECTION: NON-TECH DEPENDENT BUSINESS INTERRUPTION**

**We** agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to your **business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **non-tech supply chain partner** first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **time franchise** and arises directly out of any **cyber event, system failure** or **operator error**.

7. The following **SECTIONS** are added to **INSURING CLAUSE 5**:

**SECTION: CORRECTIVE ACTION PLAN COSTS**

**We** agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our claims manager** resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the period of the policy for the following services to complete a corrective action plan agreed between **you** and the Office for Civil Rights:

- a. develop a Health Insurance Portability and Accountability Act (HIPAA) of 1996 compliant information security document set;
- b. complete a HIPAA compliance audit;
- c. complete an information security risk assessment; or
- d. implement a security awareness training program.

**SECTION: WRONGFUL COLLECTION AND USE OF PERSONAL DATA**

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** first made against **you** during the **period of the policy** arising directly out of any non-compliance with any **data privacy regulation**.

**We** will also pay **costs and expenses** on **your** behalf.

**SECTION: DATA PRIVACY REGULATORY INVESTIGATION**

**We** agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** first initiated against **you** during the **period of the policy** arising as a direct result of any non-compliance with any **data privacy regulation**.

**We** will also pay **costs and expenses** on **your** behalf.

7. The following parts e, f and g are added to **INSURING CLAUSE 7 (SECTION B)** only:
  - e. infringement of logo;
  - f. infringement of metatag; or
  - g. improper deep-linking or framing.
8. The following **DEFINITIONS** are added:

**"Non-tech supply chain partner"** means any **third party** that provides **you** with goods or services under a written contract.

**"Non-tech supply chain partner"** does not mean a **supply chain partner**.

**"Data privacy regulation"** means any law or regulation in any jurisdiction relating to the collection, control, processing or transfer of personal data.
9. Part b. of the **DEFINITION** of "**Indemnity period**" is deleted in its entirety and replaced with the following:
  - b. the downtime of computer systems used directly by a **supply chain partner** or **non-tech supply chain partner**;
10. The first paragraph of the **DEFINITION** of "**Media content**" is deleted in its entirety and replaced with the following:

any content created or disseminated by **you** or on **your** behalf, including but not limited to user generated content and content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.
11. The "**DEFINITION** of "**Senior executive officer**" is deleted in its entirety and replaced with the following:

**"Senior executive officer"** means Chief Executive Officer, Chief Financial Officer, Chief Information Security Officer and the Insurance Risk Manager of the **company** or any individual performing the functional equivalents of these positions in the **company**.
12. The following is added to the **DEFINITION** of "**Supply chain partner**":

**"Supply chain partner"** does not mean non-tech **supply chain partner**.
13. The second paragraph of the "**System failure**" **DEFINITION** is deleted in its entirety and replaced with the following:

However, in respect of **INSURING CLAUSE 4 (SECTION F)** and the **NON-TECH DEPENDENT BUSINESS INTERRUPTION SECTION** only),

**"system failure"** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** or **non-tech supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

14. The following are added to the **EXCLUSIONS RELATING TO ALL INSURING CLAUSES**:

**Cyber events**

in respect of the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATIONS SECTIONS** of **INSURING CLAUSE 5** only, arising directly out of any **cyber event**.

**Data privacy regulations**

arising directly or indirectly out of any **data privacy regulation**.

However, this Exclusion will not apply to the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATION SECTIONS** of **INSURING CLAUSE 5**.

15. The following paragraph is added to the "Core infrastructure failure" **EXCLUSION**:

However, this Exclusion will not apply to the infrastructure stated in parts a.- c. above where under **your** direct operational control.

16. The following is added to the "Unlawful surveillance" **EXCLUSION**:

However, this Exclusion will not apply to the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA SECTION** only of **INSURING CLAUSE 5**.

17. In paragraph 1 of the "What you must do in the event of a circumstance which could give rise to a claim" **CONDITION**, the words "**INSURING CLAUSES 7 and 8**" are deleted in their entirety and replaced with "**INSURING CLAUSES 7, 8** and the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATION SECTIONS** of **INSURING CLAUSE 5**".

18. The first part e. in the "What you must do if an incident takes place" **CONDITION** is deleted in its entirety and replaced with the following:

- e. in respect of **INSURING CLAUSES 5, 7 and 8**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld). However, **your** compliance with the requirements of a data privacy regulation will not be considered an admission of liability.

19. The final paragraph of the "Terrorism" **EXCLUSION** is deleted in its entirety and replaced with the following:



However, this Exclusion does not apply to a **cyber event** affecting **your computer systems**, a **supply chain partner's** or a **non-tech supply chain partner's** computer systems.

20. Where "80%" and "20%" are stated in the "Agreement to pay claims" **CONDITION**, they are deleted in their entirety and replaced with "90%" and "10%" respectively.
21. The "Cancellation" **CONDITION** is deleted in its entirety and replaced with the following:

This Policy may be canceled with 30 days written notice by **you**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

**We** reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 30 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

22. Where "60 days" and "60 day" are referred to in the "Extended reporting period" **CONDITION**, they are deleted in their entirety and replaced with "90 days" and "90 day" respectively.
23. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

#### **Optional extended reporting period**

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for any of the following durations:

- a. 12 months for 100% of the **premium**;
- b. 24 months for 160% of the **premium**; or
- c. 36 months for 180% of the **premium**.

This optional extended reporting period will take effect from the cancellation or non-renewal date and will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss** or **system failure** first discovered by **you** during this optional extended reporting period, provided



that the **cyber event, loss or system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the first a., b. and c. above within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

24. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with "25%".
25. The "Supply chain interruption events" **CONDITION** is deleted in its entirety and replaced with the following:

**Supply chain interruption events**

In respect of **INSURING CLAUSE 4 (SECTION F and the NON-TECH DEPENDENT BUSINESS INTERRUPTION SECTION only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** or **non-tech supply chain partner** confirming the root cause and length of the outage.

26. Where "final adjudication" is stated anywhere throughout this Policy, it is deleted in its entirety and replaced with "final and non-appealable adjudication".

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**