



301 E. Fourth Street, Cincinnati, OH 45202

ExecProsm
DECLARATIONS
for
Nonprofit Solution
Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

[X] Great American Insurance Company

Policy Number: EPP4030561

Policy Form Number:

D16100

Item 1. Name of Organization: CALIFORNIA CHAPTER, AMERICAN PLANNING ASSOCIATION

Mailing Address: P.O. BOX 1784 C/O LAURA DEE, APA CALIFORNIA

City, State, Zip Code: DISCOVERY BAY, CA 94505

Attn: EXECUTIVE DIRECTOR

Item 2. Policy Period: From 12/21/2019 To 12/21/2020
(Both dates at 12:01 a.m. Standard Time at the address of the Organization as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each Policy Year:

- (a) \$ 1,000,000 for all Claims other than Claims for Employment Practices Wrongful Acts.
(b) \$ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).
(c) \$ 1,000,000 for all Claims for Employment Practices Wrongful Acts. This limit is:
[X] part of and not in addition to the Limit of Liability provided for in 3(a).
[] separate from and in addition to the Limit of Liability provided for in 3(a).
(d) \$150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:
Insuring Agreement A: \$ 0 Each Claim
Insuring Agreements B and/or C: \$ 2,500 Each Claim

Item 5. Premium: \$ 2,350

Item 6. Endorsements Attached:
D16535 D16548 D16712 (13) D16740 (4) DTCOV IL7324

Item 7. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 12/21/2011

These Declarations along with the completed and signed Proposal Form and Nonprofit Solution Insurance Policy, shall constitute the contract between the Insureds and the Insurer.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.



ANTI-TRUST EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violation of:

- (1) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or
- (2) any rules or regulations promulgated under or in connection with the statutes described in (1) hereinabove, or
- (3) any similar provision of any state, federal or local statutory law or common law.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: CALIFORNIA CHAPTER, AMERICAN PLANNING ASSOCIATION

Policy Period: 12/21/2019 to 12/21/2020

Policy Number: EPP4030561

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 12/21/2019



**SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER
PROTECTION ACT CLAIMS**

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

 “**TCPA Wrongful Act**” shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

 “**Statutory Damages**” shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.
2. Section III.I.(1) is amended by the addition of the following:

 This section shall also not apply to **Statutory Damages**.
3. Section III.L. is amended by the addition of the following:

 Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;
4. Section III.R. is amended by the addition of the following:

 Wrongful Act shall also mean **TCPA Wrongful Act**;
5. Section IV.D. is amended by the addition of the following:

 Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;
6. Section V. is amended by the addition of the following:

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**SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER
PROTECTION ACT CLAIMS**

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be \$ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

\$ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

\$ 1,000 Retention applicable to Insuring Agreements I.B. and I.C. for any **Claim** for **TCPA Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be \$ 250,000 , which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

- (1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and
- (2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

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GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

“**Certified Act of Terrorism**” shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

“**Emergency Travel Expenses**” shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

Terrorism Travel Reimbursement Fund

In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$ 50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

“**Workplace Violence Act**” shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

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2. Section VIII. is amended by the addition of the following:

Workplace Violence Counseling Fund

In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$ 50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

“**Crisis**” shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

“**Incident**” shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

“**Serious Bodily Injury**” shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

Incident Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

3. Item 3. of the Declarations is amended by the addition of the following:
- \$ 50,000** Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.
4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION
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Section IV.A. is deleted and replaced with the following:

- A. brought about or contributed to by:
- (1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or
 - (2) the deliberately fraudulent or criminal acts of any **Insureds**;
- provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding. This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION
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Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO INSURED vs. INSURED EXCLUSION
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Section IV.H. is deleted and replaced with the following:

- H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:
- (1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

- (2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;
- (3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;
- (4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** who has not served in that capacity with the **Organization** or any **Subsidiary** for at least two (2) years prior to the commencement of such **Claim**, and is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

COSTS OF DEFENSE SUBLIMIT FOR BREACH OF EMPLOYMENT AGREEMENT CLAIMS

It is understood and agreed that the Policy is amended as follows:

1. Section IV.I. is deleted and replaced with the following:
 - I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, provided, however, this exclusion shall not apply to:
 - (1) employment-related obligations which would have attached absent such contract or agreement; or
 - (2) **Costs of Defense** if such **Claim** is for any actual or alleged breach of an employment agreement and such coverage for **Costs of Defense** shall be subject to the Sublimit stated below.
2. Item 3. of the Declarations is amended by the addition of the following:

\$ 100,000 Sublimit for **Costs of Defense** for **Claims** for Breach of an Employment Agreement. This Sublimit is part of and not in addition to the Limit of Liability set forth in Item 3. of the Declarations.

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AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

- B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and eighty percent (80 %) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

- C. If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:
1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and
 2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

- H. In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.



GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

Solely for purposes of coverage provided by this endorsement, it is understood and agreed that the following changes are made to the Policy:

FIRST AND THIRD PARTY COVERAGES

Section I. is deleted and replaced with the following:

A. Data Compromise Coverage

If a **Data Compromise** is first discovered during the **Policy Period** and reported pursuant to Section VII., then:

- (1) for a **Data Breach**, the **Insurer** shall pay on behalf of the **Insured Organization** the reasonable and necessary:
 - (a) legal fees, costs, or expenses charged by an **Incident Response Expert** in coordinating the investigation and response efforts related to a **Data Breach** including but not limited to a determination regarding the extent that any law, regulation, statute or contract requires notification of the **Data Breach** to any government agency or the persons or entities affected by the **Data Breach**;
 - (b) forensic fees incurred to investigate the cause of the **Data Breach** and/or to identify persons or entities affected by the **Data Breach**;
 - (c) costs of notification of the **Data Breach** to any persons or entities affected by the **Data Breach** or any government agency or other third party, but only to the extent:
 - (i) the **Incident Response Expert** determines applicable law, regulation, statute or contract requires such notification; or
 - (ii) the **Incident Response Expert** determines applicable law, regulation, statute or contract does not require such notification but the **Insurer** provides its prior written consent for such costs of notification to be incurred voluntarily;

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CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

- (d) costs incurred to provide identity theft prevention (including but not limited to credit monitoring) and identity restoration services for persons affected by the **Data Breach**; and
 - (e) costs incurred to provide call center services in support of the **Insured Organization's** efforts to address inquiries from the persons or entities affected by the **Data Breach**; provided each of the above are incurred with the **Insurer's** consent, which shall not be unreasonably withheld.
- (2) for a **PCI Compliance Violation**, the **Insurer** shall pay on behalf of the **Insured Organization** the **Assessments** the **Insured Organization** becomes obligated under contract to pay and any related reasonable and necessary legal fees, costs and expenses charged by an **Incident Response Expert** in coordinating the investigation and response efforts related to the **PCI Compliance Violation**; provided such amounts are incurred with the **Insurer's** consent, which shall not be unreasonably withheld;
- (3) for a **Network Disruption**, the **Insurer** shall reimburse the **Insured Organization** for **Business Income Loss**;
- (4) for **Data Asset Damage**, the **Insurer** shall pay **Restoration Costs** incurred by or under the direction of an **Incident Response Expert**; provided such amounts are incurred with the **Insurer's** consent, which shall not be unreasonably withheld;
- (5) for a **Cyber Crime**, the **Insurer** shall:
- (a) pay on behalf of the **Insured Organization**:
 - (i) reasonable and necessary forensic fees incurred by or under the direction of an **Incident Response Expert** to investigate the cause of the **Cyber Crime** and/or to discover if any other **Data Compromise** may be present; and
 - (ii) money paid with the **Insurer's** prior written consent to a third party to terminate that party's **Ransom Demands**;

provided such amounts are incurred or paid with the **Insurer's** consent, which consent shall not be unreasonably withheld; and
 - (b) reimburse the **Insured Organization** for any **Fraud Loss** that is not otherwise reimbursed by a financial institution directly resulting from the **Cyber Crime**; and

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

- (6) for **Reputational Harm**, the **Insurer** shall reimburse the **Insured Organization** for **Reputational Damage Loss**.

B. Liability Coverage (Including Regulatory Actions)

The **Insurer** shall pay on behalf of an **Insured** all **Loss** incurred as a result of any **Claim** for a **Multimedia Wrongful Act**, **Network Security Wrongful Act** or **Privacy Wrongful Act**, provided:

- (1) such **Claim** is first made against the **Insured** during the **Policy Period** or the **Discovery Period** and reported pursuant to Section VII.; and
- (2) the **Wrongful Act** occurs after the following Retroactive Date:
inception .

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

C. Public Relations Coverage

Subject to the **Insurer's** prior written consent, the **Insurer** shall pay on behalf of the **Insured Organization** the costs of a public relations consultation:

- (1) in response to **Reputational Harm** related to a **Claim** or **Data Compromise**; or
- (2) necessary to inform potentially impacted individuals, vendors or suppliers of **Business Impersonation** first discovered and noticed to the **Insurer** during the **Policy Period**.

AMENDMENTS TO DEFINITIONS

1. Section III.A. is amended by the addition of the following:

Claim shall also mean a **Regulatory Action**.

2. Section III.C. is amended by the addition of the following:

Costs of Defense shall also include forensic fees incurred to investigate the cause of and/or to identify persons or entities affected by an intrusion of the **Computer System** which resulted in **Unauthorized Access** to, **Unauthorized Use** of, loss of control over, or disclosure of, **Protected Information** in the care, custody, or control of the **Insured** or an independent contractor of the **Insured** that is holding, processing or transferring such information on behalf of the **Insured**.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

3. Section III.I. is deleted and replaced by the following:
- I. Loss shall mean:**
- (1) **Costs of Defense;**
 - (2) solely with respect to any **Claim** other than a **Regulatory Action**:
 - (a) monetary damages, settlements or judgments;
 - (b) pre-judgment or post-judgment interest; and
 - (c) punitive or exemplary damages, or the multiple portion of any multiplied damages award, but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages; and
 - (3) solely with respect to a **Regulatory Action**:
 - (a) the amount paid to establish a consumer redress fund created as a result of a **Regulatory Action**; or
 - (b) any civil fines or penalties imposed as a result of such **Regulatory Action**;

provided, however, **Loss** shall not include: taxes; the return or repayment of fees, deposits, commissions or charges for goods or services; the costs incurred in the recall, re-performance or correction of services, **Content**, goods or activities; the costs of the **Insured's** compliance with or any **Loss** incurred as a result of an injunction or other equitable order or judgment, other than the amount paid to establish a consumer redress fund as a result of a **Regulatory Action**; or civil or criminal fines or penalties, other than civil fines or penalties imposed as a result of a **Regulatory Action**.
4. Section III. is amended by the addition of the following:
- “Assessments” shall mean any of the following amounts assessed against the Insured Organization pursuant to a merchant service agreement as a result of a PCI Compliance Violation:**
- (1) Account Data Compromise (“ADC”) Fraud Recovery losses;
 - (2) ADC operational reimbursement costs for reissuing payment cards or monitoring compromised or potentially compromised accounts;

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

(3) Case management fees for the card association's costs to investigate the **PCI Compliance Violation**; or

(4) Fines or penalties.

“**Business Impersonation**” shall mean fraudulent communications (including but not limited to websites, e-mails, or phone calls) from an entity or individual other than an **Insured** designed to impersonate the **Insured Organization** (including but not limited to its **Content**, products, services, or websites) and/or any **Insured** with the goal of deceiving any customer or supplier of the **Insured Organization** into sharing credentials and/or personally identifiable information with, or fraudulently inducing such parties to transfer their money or property to the sender of such fraudulent communication.

“**Business Income Loss**” shall mean:

- (1) **Restoration Costs** incurred with the **Insurer's** prior written consent;
- (2) net profit before income taxes that the **Insured Organization** is prevented from earning due to a **Network Disruption**;
- (3) normal operating expenses incurred by the **Insured Organization** (including payroll) if such operating expenses must continue during the **Restoration Period** and would have been incurred had there not been a **Network Disruption**; and
- (4) reasonable and necessary expenses incurred by the **Insured Organization** with the **Insurer's** prior consent to minimize, avoid or reduce a **Network Disruption**, if over and above the **Insured Organization's** normal operating and payroll expenses.

“**Business Income Loss**” shall be subject to the **Waiting Period Retention**, limited by the **Restoration Period**, and calculated on an hourly basis by the sum of (1) through (4) above, each sustained during the **Restoration Period**. In determining the amount of net profit or loss and expenses covered under Insuring Agreement A.(3), the **Insurer** will give due consideration to the net profit or loss of the **Insured Organization** before the **Network Disruption** and the **Insured Organization's** probable net profit or loss if no **Network Disruption** had occurred. However, net profit or loss calculations shall not include, and this Policy will not cover, any net income that would likely have been earned as a result of an increase in the volume of the **Insured Organization's** business due to favorable business conditions caused by the impact of any event similar to a **Network Disruption** suffered by other businesses.

“**Business Income Loss**” shall not include **Loss, Fraud Loss, Reputational Damage Loss**; contractual penalties; goodwill impairment; liability to a third party; break-up fees; any other consequential losses or damages not mentioned above; or any related legal costs or expenses.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

“**Computer Systems**” shall mean:

- (1) the **Covered Network**;
- (2) **Insured** owned devices when used in connection with the **Insured Organization’s** normal activities; and
- (3) **Third Party Networks**.

“**Content**” shall mean communicative material of any kind or nature whatsoever, including words, pictures, sounds, images and graphics, conveyed via any method or medium including print, broadcast, digital and electronic, for any purpose including news, entertainment, art, information, advertising and corporate communications, if created:

- (1) by or on behalf of the **Insured Organization** for its own use; or
- (2) by third parties and collected, maintained, moderated or disseminated by or on behalf of the **Insured Organization**, including via any chat room, blog, bulletin board, website or social media site moderated, owned or operated by or on behalf of the **Insured Organization**;

provided, however, **Content** shall not include advertising created by the **Insured** for others, product design, labelling or packaging, architectural or industrial design, or the goods, products or services described or displayed in communicative materials.

“**Covered Network**” shall mean all leased or **Insured Organization** owned:

- (1) computer hardware (including but not limited to desktops, laptops, mobile devices, printers, copiers, and servers); and
- (2) networking equipment (including but not limited to routers, switches, gateways, and hubs).

operated by the **Insured Organization** solely in connection with the **Insured Organization’s** normal operations.

“**Cyber Crime**” shall mean the following, if committed by a person or entity other than an **Insured** and without the involvement of an **Insured**:

- (1) the transmission of fraudulent instructions electronically to a financial institution which direct that financial institution to initiate an electronic funds transfer from the **Insured Organization** or otherwise debit the **Insured Organization’s** accounts;

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

- (2) the **Unauthorized Access**, through electronic means, of the credentials (including but not limited to passwords, PINs, or security codes) related to the **Insured Organization's** financial accounts or the accounts of third parties which are under the **Insured Organization's** control;
- (3) **Telecommunications Hacking**; and
- (4) **Ransom Demands**.

“**Data Asset**” shall mean software and electronic data (including but not limited to databases, audio/video files, websites, intranets, and extranets) maintained by or on behalf of the **Insured Organization** in connection with the **Insured Organization's** normal activities or operations.

“**Data Asset Damage**” shall mean loss of control over, damage to, or destruction of a **Data Asset**.

“**Data Breach**” shall mean **Unauthorized Access** to, **Unauthorized Use** of, loss of control over (including but not limited to the loss of any laptop, smartphone or other portable device that contains **Protected Information**), or disclosure of, **Protected Information** stored (or captured solely for purposes of processing electronic payments) by or on behalf of the **Insured Organization** in connection with the **Insured Organization's** normal activities or operations.

“**Data Compromise**” shall mean a **Data Breach**, **Ransom Demands**, **Data Asset Damage**, **Cyber Crime**, **PCI Compliance Violation** or **Network Disruption** sustained by the **Insured Organization**.

“**Executive**” shall mean the **Insured Organization's** Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Chief Information Security Officer, General Counsel or Insurance Risk Manager, or their respective functional equivalents.

“**Fraud Loss**” shall mean:

- (1) loss of **Money** and/or **Securities**; or
- (2) solely with respect to **Telecommunications Hacking**, the charges for unauthorized calls; incurred by the **Insured Organization**; provided, however, **Fraud Loss** shall not mean any indirect or consequential damages; or any loss to the **Insured Organization** resulting from the transfer of any property of the **Insured Organization** (including but not limited to money or other financial assets) by an authorized person by reason of that person having been deceived by a third party, regardless of whether or not such deception involves electronic means and/or manipulation.

“**Incident Response Expert**” shall mean the firm retained by the **Insured** or the **Insurer** pursuant to Section VII.F. in connection with a **Data Compromise**.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

“**Insured Organization**” shall mean the **Organization** and any **Subsidiary**.

“**Malicious Code**” shall mean any virus, worm, trojan horse, backdoor or similar malicious software program.

“**Money**” shall mean:

- (1) currency, including virtual currency (bitcoins), coins and bank notes in current use and having a face value; or
- (2) travelers checks, register checks and money orders held for sale to the public.

“**Multimedia Activity**” shall mean:

- (1) the dissemination of **Content** by the **Insured**, by any form, method or medium of communication;
- (2) the creation or gathering of **Content** by the **Insured**; or
- (3) the dissemination of **Content** by any party with whom the **Insured** has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding such **Content**.

“**Multimedia Wrongful Act**” shall mean any actual or alleged:

- (1) libel, slander, trade libel, product disparagement or any other defamation or harm to the character or reputation of any person or entity;
- (2) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light or misappropriation of name or likeness;
- (3) outrage or infliction of emotional distress;
- (4) dilution or infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- (5) copyright infringement, plagiarism, or misappropriation of information, ideas or other similar property rights; or
- (6) piracy or unfair competition, but only if arising out of (1) through (5) above; resulting from any **Multimedia Activity**.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

“**Network Disruption**” shall mean:

- (1) **Security Event Related Outage**; or
- (2) **Vendor Error Related Outage**;

provided, however, **Network Disruption** shall not mean an outage related to a **Third Party Network**.

“**Network Security Wrongful Act**” shall mean an actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Insured Organization’s** normal activities or operations that causes or fails to prevent:

- (1) **Unauthorized Access** to or **Unauthorized Use** of the **Covered Network**;
- (2) the transmission of any **Malicious Code** from the **Covered Network** to a third party’s computer systems;
- (3) **Business Impersonation**; and/or
- (4) a **Network Disruption**.

“**PCI Compliance Violation**” shall mean alleged or actual violation of the applicable Payment Card Industry Data Security Standards (PCI-DSS) in effect when such violation is first discovered.

“**Privacy Wrongful Act**” shall mean any actual or alleged:

- (1) negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Insured Organization’s** normal activities that actually or allegedly causes or fails to prevent **Unauthorized Access** to, **Unauthorized Use** of, loss of control over (including but not limited to the loss of any laptop, smartphone or other portable device that contains **Protected Information**), or disclosure of, **Protected Information** in the care, custody, or control of the **Insured** or an independent contractor of the **Insured** that is holding, processing or transferring such information on behalf of the **Insured**;
- (2) violation of any federal, state, local or foreign law or regulation regarding the maintenance, protection, use or disclosure of **Protected Information**; or
- (3) violation of any publicly stated policy of the **Insured Organization** relating to **Protected Information**.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

“**Protected Information**” shall mean:

- (1) any non-public personally identifiable information (including but not limited to personal health information), whether in electronic form or otherwise, which is protected from **Unauthorized Access, Unauthorized Use**, or disclosure by any federal, state, local or foreign law or regulation or by any publicly stated policy of the **Insured Organization**; and
- (2) any confidential, non-public business information of a third party that is the subject of a confidentiality agreement between the **Insured Organization** and such third party.

“**Ransom Demands**” shall mean a threat or series of threats by someone other than an **Insured** to cause or prolong a **Data Compromise**.

“**Regulatory Action**” shall mean a written request for information, civil investigation or administrative proceeding or civil proceeding brought by any local, state, federal or regulatory agency for any **Privacy Wrongful Act** in connection with a **Data Breach**. However, **Regulatory Action** shall not include any written request, investigation, or proceeding of any kind brought by or on behalf of the Securities and Exchange Commission or its functional equivalent in any foreign jurisdiction.

“**Reputational Damage Loss**” shall mean the net profit or loss before income taxes the **Insured Organization** is prevented from earning due to **Reputational Harm** and resulting in a measurable reduction of the **Insured Organization’s** revenues. In determining the amount of net profit or loss, the **Insurer** will give due consideration to the net profit or loss earned by the **Insured Organization** before the **Reputational Harm** and the **Insured Organization’s** probable net profit or loss if no **Reputational Harm** had occurred. The calculation of **Reputational Damage Loss** shall be limited by the earlier of:

- (1) the date the **Insured Organization’s** gross revenues are restored to the level they had been prior **Reputational Harm**; or
- (2) ninety (90) days from the date of the earliest **Reputational Harm**.

Reputational Damage Loss shall not include **Loss; Fraud Loss; Business Income Loss; goodwill impairment; contractual penalties; liability to a third party; break-up fees; any other consequential losses or damages not mentioned above; or any related legal costs or expenses.**

“**Reputational Harm**” shall mean adverse media reporting related to a **Data Compromise** or **Claim** covered under Insuring Agreements A. or B. **Reputational Harm** shall not mean the media’s ordinary dissemination of substitute notice of a **Data Breach**.

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“**Restoration Costs**” shall mean reasonable and necessary:

- (1) legal, security, or forensic fees, costs, and expenses to determine the scope and cause of **Data Asset Damage**; or
- (2) costs incurred to restore control over **Data Assets** or to replace, restore or recollect **Data Assets** from written records or partially or fully matching **Data Assets** due to their corruption or destruction from **Data Asset Damage**.

“**Restoration Costs**” shall not include any consequential losses or damages resulting from **Data Asset Damage**.

“**Restoration Period**” shall mean the period of time which begins with the first instance of a **Network Disruption** and ends with the earlier of:

- (1) the point in time when the **Covered Network** returns to, or could have been restored with reasonable efforts to, substantially the level of operation that existed prior to such **Network Disruption**; or
- (2) exactly thirty (30) days from the first instance of the **Network Disruption** provided, however, **Restoration Period** shall not include the **Waiting Period Retention**.

“**Securities**” shall mean negotiable and nonnegotiable instruments or contracts representing **Money** and includes:

- (1) tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (2) evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Insured Organization**;

provided, however, **Securities** shall not mean **Money**.

“**Security Event Related Outage**” shall mean actual and measurable interruption, failure, degradation or delay in the performance of the **Covered Network** due to:

- (1) **Data Asset Damage** resulting from **Malicious Code** introduced into the **Covered Network** by **Unauthorized Access** or **Unauthorized Use**;
- (2) a denial of service attack upon the **Covered Network**; and/or

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- (3) the **Insured Organization's** suspension of its normal activities or operations conducted via the **Covered Network** for the purpose of avoiding or mitigating a **Data Compromise** or the possibility of transmitting **Malicious Code** to a third party.

“**Telecommunications Hacking**” shall mean infiltration and manipulation of the telephone or fax system used by the **Insured Organization** in connection with its normal activities or operations.

“**Third Party Network**” shall mean all the computer hardware, software, and networking equipment owned, leased, or operated by an entity or individual other than an **Insured**, and, who is operating under contract with the **Insured Organization** or other entity to provide business process outsourcing services (including but not limited to call center services, database administration, and fulfillment services) and/or information technology services (including but not limited to hosting, co-location, software-as-a-service, infrastructure-as-a-service, and data storage) in support of the **Insured Organization's** normal activities or operations.

“**Unauthorized Access**” shall mean access, whether physical or electronic, by a person or entity without permission.

“**Unauthorized Use**” shall mean:

- (1) any manner of use by an unauthorized person or entity; and
- (2) use in an unauthorized manner by an authorized person or entity.

“**Vendor Error Related Outage**” shall mean an accidental, unintentional, or negligent, act, error or omission by an entity or individual other than an **Insured** who is operating under contract with the **Insured Organization** to provide programming services (including but not limited to configuration, customization, data entry, development, deployment, modification, or maintenance) in support of the **Covered Network**, which directly results in an actual and measurable interruption, failure, degradation or delay in the performance of the **Covered Network**. **Vendor Error Related Outage** shall not mean the architecture, configuration, or design of any element of the **Covered Network** that has not proven stable in a live environment for more than thirty (30) days.

“**Waiting Period Retention**” shall mean the Waiting Period stated in Item 4. of the Declarations.

5. Section III.L. is deleted and replaced with the following:

L. “**Personal Injury Wrongful Act**” shall mean any actual or alleged wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution and, only if unrelated to a **Multimedia Activity**, libel or slander.

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

6. Section III.R. is amended by the addition of the following:

Wrongful Act shall also mean any **Multimedia Wrongful Act**, **Data Security Wrongful Act** or **Privacy Wrongful Act**.

AMENDMENTS TO EXCLUSIONS

1. Sections IV.A.-D. are deleted and replaced with the following:

A. any actual or alleged:

- (1) dishonest, fraudulent or intentional act(s) of any **Insured**; or
- (2) gain of any profit, remuneration or advantage to which such **Insured** is not legally entitled;
provided, however:
 - (i) solely with respect to A.(1) above, such act(s) by a **Claimant** as defined by Section III.B.(1) shall not be imputed to any other **Insureds**; and
 - (ii) (1) and (2) above shall not apply to **Costs of Defense** unless and until there is either an admission by an **Insured** as to such conduct or there is a final adjudication or adverse finding of fact against an **Insured** as to such conduct, at which time, the **Insurer** shall be entitled to reimbursement of any **Costs of Defense**;

B. to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise; provided, however, that coverage for all **Data Breaches** and **Claims** for **Multimedia Wrongful Acts**, **Network Security Wrongful Acts** or **Privacy Wrongful Acts** shall be specifically excess of any similar coverage provided pursuant to terms and conditions of any general liability policy, business owner policy or cyber liability policy issued to the **Insured Organization** or any **Subsidiary**.

C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

- (1) any **Wrongful Act**, **Related Wrongful Act**, **Data Compromise** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given by or on behalf of any **Insured** under any other insurance policy; or

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- (2) any civil, criminal, administrative, regulatory or investigative proceeding of which any **Insured** had received notice before the date stated in Item 8. of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;
 - D.** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, part (3) of this exclusion shall not apply to any **Claim** for a **Privacy Wrongful Act**;
2. Section IV.G. is amended by deleting the phrase: “provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement I.A.”
3. Section IV.I. is deleted and replaced with the following:
 - I.** for any actual or alleged breach by the **Insured Organization** or any **Subsidiary** of an express or implied contract; provided, however, this exclusion shall not apply to:
 - (1) any employment related obligations which would have attached absent such contract or agreement;
 - (2) a **Network Security Wrongful Act** or **Privacy Wrongful Act** when the actual or alleged breach of contract or agreement is to secure or maintain **Protected Information**;
 - (3) any **Assessment** the **Insured Organization** incurs as a result of a **PCI Compliance Violation**; or
 - (4) a **Multimedia Wrongful Act**, if the breach of a written, oral or implied-in-fact indemnification or hold harmless agreement between the **Insured** and any party disseminating **Content** by or on behalf of the **Insured** arises out of the dissemination of such **Content**;
4. The **Insurer** shall not pay **Loss** or make any other payment if such **Loss** or payment is:
 - A.** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:
 - (1) a **Data Compromise** first discovered prior to the earlier of the:
 - (a) the inception date stated in Item 2. of the Declarations; or

CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

- (b) the inception date of the first insurance endorsement issued to the **Insured Organization** of which this **Data Compromise** coverage, in whole or in part, is a direct or indirect renewal or replacement;
- (2) any **Wrongful Act(s)** of which any **Executive** had knowledge prior to the earlier of the:
 - (a) the inception date stated in Item 2. of the Declarations; or
 - (b) the inception date of the first insurance endorsement issued to the **Insured Organization** of which this **Multimedia Wrongful Act**, **Network Security Wrongful Act** or **Privacy Wrongful Act** coverage, in whole or in part, is a direct or indirect renewal or replacement;
- (3) any actual or alleged violation of the Telephone Consumer Protection Act, or any other similar state, local, foreign (including but not limited to CAN-SPAM) or federal statutes or regulations relating to unsolicited facsimile transmissions, email transmissions, text message transmissions and/or telephone communications to any person or entity;
- (4) any actual or alleged price fixing, restraint of trade, or monopolization;
- (5) any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services;
- (6) any actual or alleged loss of or drop in the value of any financial instruments or contracts representing money or other property;
- (7) any actual or alleged harassment or discrimination of any kind;
- (8) any **Content** deemed pornographic by the **Insurer**;
- (9) any chargebacks of payment card transactions made or processed by the **Insured Organization**, provided, however, this exclusion shall not apply to **Assessments** in connection with **PCI Compliance Violations**;
- (10) any investigation or proceeding by a federal, state, foreign or local regulatory agency or other governmental body concerning a potential violation of any federal, state, foreign or local law or regulation; provided, however, this exclusion shall not apply to a **Regulatory Action**;

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- (11) any fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or act of God or any other physical event, however caused; provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act** or a **Network Security Wrongful Act**;
- (12) (a) the mechanical failure of a **Computer System** as a result of routine wear and tear; or
- (b) the interruption or disruption of any infrastructure service or utility supplied by a third party (including but not limited to power, water, gas, communications or connectivity);

provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act** or a **Network Security Wrongful Act**;

- (13) any lawful or unlawful seizure, confiscation, nationalization or other expropriation undertaken by a governmental authority, whether foreign or domestic, provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act** or a **Network Security Wrongful Act**;
- (14) any actual or alleged misappropriation, infringement or theft, or inducement of any misappropriation, infringement or theft, of any patent or trade secret belonging to an individual or entity other than an **Insured**; provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act**; or
- (15) any awards, coupons, gambling, or prizes; provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act**.

B. based upon or arising out of any **Claim** brought by or on behalf of:

- (1) any other **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable; provided this exclusion shall not apply to an otherwise covered **Claim** by an **Insured** alleging a **Network Security Wrongful Act** or **Privacy Wrongful Act**;
- (2) any entity which is a parent, affiliate, joint venture, co-venturer, or partner of any **Insured**; or
- (3) any entity directly or indirectly controlled, operated or managed by an **Insured**;



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- C. any of the following:
 - (1) any amounts incurred by any **Insured** prior to the date a **Claim** or **Data Compromise** is reported to the **Insurer**;
 - (2) any of the **Insured Organization's** overhead expenses (including but not limited to compensation or benefits); provided, however, this exclusion C.(2) shall not apply to **Business Income Loss** otherwise covered pursuant to Insuring Agreement A.(3);
 - (3) any expenses to improve, restore, replace or update the **Computer System** and/or **Data Asset(s)** to a level beyond that which existed prior to any **Data Compromise** or **Wrongful Act**, or to identify, correct or remediate any software errors, vulnerabilities, or deficiencies;
 - (4) any expense incurred to research and develop **Data Assets**;
 - (5) the economic or market value of a **Data Asset**, including trade secrets; or
 - (6) any **Business Income Loss** arising in whole or in part from any **Vendor Error Related Outage** first discovered:
 - (a) prior to the **Policy Period**; or
 - (b) within ninety (90) days of the Policy's inception date.

AMENDMENTS TO LIMITS OF LIABILITY AND RETENTIONS

- 1. Item 3(b) of the Declarations is deleted and replaced with the following:
 (b) \$ 100,000 Sublimit of Liability for all **Data Compromises** and **Claims** for **Multimedia Wrongful Acts, Network Security Wrongful Acts** or **Privacy Wrongful Acts**, which is part of and not in addition to the Limit of Liability provided in 3(a).
- 2. Item 4. of the Declarations is deleted and replaced with the following:
Item 4. Retentions
 Insuring Agreement A.: \$ 1,000 **Data Compromise** other than **Network Disruption** or **Reputational Harm**
24 hour Period each **Network Disruption** or **Reputational Harm**
 Insuring Agreement B: \$ 1,000 Each **Claim**

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3. Section V.C. is deleted and replaced with the following:

- C. **Costs of Defense** incurred by the **Insurer** or **Insured** in any **Claim** for a **Multimedia Wrongful Act, Network Security Wrongful Act** or **Privacy Wrongful Act**, including a **Regulatory Action**, shall be subject to the Retention and Sublimit set forth in Item 3(b) of the Declarations.

REPORTING AND HANDLING OBLIGATIONS FOR DATA COMPROMISES

1. Section VII. is amended by the addition of the following:

E. Reporting Data Compromises

- (1) As a condition precedent to coverage, the **Insured** shall:
- (a) notify the **Insurer** at the following Hotline Number of any **Data Compromise** as soon as practicable but in no event more than five (5) business days after such **Data Compromise** is first discovered: Hotline Number - 855-538-4244 ;
 - (b) to take any measures with respect to such **Data Compromise**, except for measures directed or authorized by the **Incident Response Expert** or that are minimally and reasonably necessary to stop such **Data Compromise** or avoid further loss or harm from such **Data Compromise**;
 - (c) give the **Insurer**, upon request, a detailed proof of the damage caused by any **Data Compromise**. With respect to a **Network Disruption, Reputational Harm, and Cyber Crime**, the **Insured** must furnish the **Insurer** with written proof of the **Insured Organization's** claimed **Business Income Loss, Reputational Damage Loss, or Fraud Loss** duly sworn to, with full particulars, within six (6) months after such **Data Compromise** is first discovered;
 - (d) submit, upon request, to examination under oath at the request of the **Insurer** and give the **Insurer** a signed statement of the **Insured's** answers; and
 - (e) cooperate with the **Insurer** in the investigation and resolution of any matter submitted under this coverage and provide the **Insurer** with access to all relevant sources of information, including the **Insured Organization's** financial records, tax returns, accounting procedures, bills, invoices, vouchers, deeds, liens and contracts.

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- (2) A **Data Compromise** will be deemed first discovered on the earlier of the date an **Executive**:
- (a) first becomes aware of facts that would cause a reasonable person to assume a **Data Compromise** has occurred or might have occurred, even though the exact details of the **Data Compromise** may not then be known; or
 - (b) first receives a **Claim** involving facts or a specific **Wrongful Act** that, if true, would indicate a **Data Compromise**.

F. Handling Data Compromises

- (1) Unless the **Insured** makes an election pursuant to (2) below the **Insurer** shall have the right to select the **Incident Response Expert** and any other experts (including but not limited to forensic examiners) or providers (including mail houses and call centers) to conduct the **Data Compromise** investigation and response.
- (2) The **Insured** shall have the right to select the **Incident Response Expert** and other experts (including but not limited to forensic examiners) or providers (including mail houses and call centers) to conduct the **Data Compromise** investigation and response, provided:
- (a) the **Insureds** satisfy their reporting obligations pursuant to E.(1) above;
 - (b) the **Insured** shall not incur any fees connection with any **Data Compromise** without the express prior written consent of the **Insurer**, which shall not be unreasonably withheld;
 - (c) the **Insured** shall only select vendors with the express prior written consent of the **Insurer**, which shall not be unreasonably withheld;
 - (d) the **Insured** provides the **Insurer** with a written incident response plan that was created and tested prior to the discovery of the **Data Compromise**; and
 - (e) the **Insurer** shall at all times have the right, but not the duty, to associate with the **Insureds** in the investigation, defense, response, or settlement of any **Data Compromise** to which coverage under this coverage may apply.



CYBER RISK AND CYBER LIABILITY COVERAGE ENDORSEMENT

- (3) In the event the **Insured** selects the **Incident Response Expert** or other providers or experts pursuant to (2) above, the **Insurer** shall advance payment of such **Incident Response Expert's**, provider's or expert's fees within ninety (90) days after receipt of written evidence such fees have been incurred. Any advancement shall be based on the following conditions:
- (a) the appropriate Retention has been satisfied; and
 - (b) the **Insureds** and the **Insurer** have agreed such related services are both reasonable and necessary elements of the management and response related to the **Data Compromise**.
2. Section VII. B. is amended by the insertion of the phrase "or any **Data Compromise**" immediately after the phrase "**Wrongful Act**", wherever it may appear.

OTHER AMENDMENTS AND CONDITIONS

Section VIII.D. is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



TERRORISM COVERAGE ENDORSEMENT CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer 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 rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: \$ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: CALIFORNIA CHAPTER, AMERICAN PLANNING ASSOCIATION

Policy Period: 12/21/2019 to 12/21/2020

Policy Number: EPP4030561

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 12/21/2019



ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: CALIFORNIA CHAPTER, AMERICAN PLANNING ASSOCIATION

Policy Period: 12/21/2019 to 12/21/2020

Policy Number: EPP4030561

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 12/21/2019



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

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 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

The Terrorism Risk Insurance Act, as amended in 2015, 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

Employment Practices Risk Management Program

Your Great American ExecPro® Policy gives you access to the following Jackson Lewis Risk Management Program

Jackson Lewis “Hotline” Service

National law firm Jackson Lewis is available for complimentary, confidential telephone consultation on basic workplace employment topics via the toll-free number. Through this “hotline”, you can obtain guidance with respect to best practices for:

- Preserving employment-at-will status
- Managing medical leaves of absence
- Developing an open-door problem resolution procedure
- Reporting and investigating allegation of harassment or discrimination
- Eligibility standards for overtime pay under the Fair Labor Standards Act and state laws
- Developing a program to post opportunities for transfers and promotions to avoid class action claims
- Other basic human resources issues

Reducing Workplace Claims Guide

Via the “hotline” number, you can request a copy of Jackson Lewis’ *Reducing the Risk of Employment Practices Liability Claims Guide*. This guide contains general information about diverse workplace law issues such as:

- Legal basis for employment claims
- Considerations in setting company policies and procedures
- Hiring process and pre-employment testing
- Complying with the Family and Medical Leave Act
- Conducting effective discharge and discipline
- Addressing reports of harassment in the workplace
- Maintaining personal records
- Establishing a code of conduct to help prevent employee misconduct

Preventive Strategies Newsletter

Via the “hotline” number, you can subscribe to Jackson Lewis’ complimentary national and regional e-bulletins, which provide regular analysis and commentary about legal, legislative and political developments that affect the law of the workplace.

Jackson Lewis Training Session

Educational seminars and management training about compliance with federal equal employment laws and other risk management services are offered by Jackson Lewis to policyholders at a special rate. For further details, please call the “hotline” number.

Special Rates

Jackson Lewis will offer special billing rates to ExecPro® policyholders to assist in developing preventive practices, preparing employee handbooks and training supervisors.

To access the Jackson Lewis “hotline” or if you have further questions about the program, please call this toll-free number.

1 (888) 544 8320

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