

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILY CYBER PROTECTION

For an additional premium, the following Additional Coverage, FAMILY CYBER PROTECTION ENDORSEMENT is added to your Policy under Section I.

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement.

SCHEDULE

Coverage	Limit of Insurance – Family Cyber Protection Aggregate Limit	Deductible
Family Cyber Protection Aggregate Limit	\$25,000	<\$XXXX>
	Limit of Insurance – Each Insuring Clause (except Online Extortion Coverage and System Compromise Coverage)	
A. Social Engineering Coverage	\$25,000	
B. Cyber Bullying Coverage	\$25,000	
C. Identity Theft Coverage	\$25,000	
D. Internet Clean Up Coverage	\$25,000	
E. Breach Costs Coverage	\$25,000	
	Limit of Insurance – Online Extortion Coverage and System Compromise Coverage	
F. Online Extortion Coverage & G. System Compromise Coverage (combined)	\$2,500	

AGREEMENT

A. Social Engineering Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an “Insured” for its Social Engineering Costs resulting from Social Engineering, if an Insured first discovers the Social Engineering during the endorsement Period.

B. Cyber Bullying Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an “Insured” for its Cyber Bullying Costs resulting from Cyber Bullying, if an “Insured” first discovers the Cyber Bullying during the endorsement Period.

C. Identity Theft Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an “Insured” for its “ID Event Costs” to respond to an “ID Event”, if an

Insured first discovers the “ID Event” during the endorsement Period.

D. Internet Clean Up Event Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an Insured for its Clean Up Costs to respond to an Internet Clean Up Event, if an Insured first discovers the Internet Clean Up Event during the endorsement Period.

E. Breach Cost Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an Insured for its Breach Costs to respond to a Breach, if an Insured first discovers the Breach during the endorsement Period.

F. Online Extortion Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an Insured for its Extortion Costs to respond to an Extortion Event, if an

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Insured first discovers the Extortion Event during the endorsement Period.

G. System Compromise Coverage

Subject to the terms, conditions, exclusions and other limitations of this endorsement, we will reimburse an Insured for its Data Replacement Costs and System Restoration Costs resulting from a System Compromise, if an Insured first discovers the System Compromise during the endorsement Period.

DEFINITIONS

“Bodily Injury” means physical injury, sickness, disease, mental anguish, or emotional distress sustained by a person. Bodily Injury includes death resulting from any of these at any time.

“Breach Costs” means Notification Expenses, Monitoring Expenses and Investigation Expenses.

“Breach” means the theft or unauthorized disclosure of Protected Information, in an Insured’s possession for a non-business-related activity and stored on a Home Computer or in Paper Records, due to an Insured’s unintentional failure to safeguard it.

“Circumstances” means facts, circumstances, subjects, situations, decisions, causes, persons, transactions, events, acts, errors or omissions, or class of persons or events.

“Clean Up Costs” means the reasonable and necessary fees and expenses to obtain advice and guidance from a law firm or reputation management service provider, which we approved in advance in writing, to respond to an Internet Clean Up Event. Clean Up Costs do not include any costs arising out of actual or threatened litigation, mediation, arbitration or other legal proceeding, including but not limited to court costs, expenses, costs of counsel, discovery, investigation or settlement.

“Communication” means a verifiable and traceable email, electronic message, text message, cable message, or written instruction, an Insured reasonably believes to be from a person or entity with whom an Insured has an established relationship, which fraudulently directs an Insured to pay, transfer or deliver money.

“Costs” means any: Breach Costs, Clean Up Costs; Cyber Bullying Costs; Data Replacement Costs; Extortion Costs; ID Event Costs; Social Engineering Costs; or System Restoration Costs.

“Cyber Bullying” means any verifiable and traceable electronic messages, text messages, emails or voicemails through which two or more related acts of harassment were perpetrated against an Insured. The time lapse between the first and second acts of harassment must not be greater than thirty (30) days. However, to qualify for coverage as Cyber Bullying that Insured must be diagnosed with depression, mental anguish or shock, by a licensed psychiatrist or psychologist within ninety (90) days of the first discovery of the first of the related acts of harassment, and also must be rendered unable to go to work or attend school for one consecutive week or more, as a direct result of that harassment. To qualify as Cyber Bullying, the acts must be directed toward that Insured specifically. Acts that are directed toward a group, of which that Insured is a member, are not Cyber Bullying.

“Cyber Bullying Costs” means any of the following fees and expenses approved in advance in writing by us for an Insured who was the target of the Cyber Bullying, if reasonable and necessary:

1. Psychiatric services to address the diagnosed depression, mental anguish or shock of that Insured. Such services do not include the cost of a rest or recuperation center, rehabilitation center or similar in-patient facility.
2. Temporary relocation expenses for that Insured up to an aggregate maximum of three (3) months.
3. The cost of a temporary private tutor for that Insured up to an aggregate maximum of three (3) months.
4. The cost of admission application fees and any increase in tuition for the first school year after Cyber Bullying for that Insured student that transfers to a new school due to Cyber Bullying.

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“Data Replacement Costs” means the reasonable and necessary fees and expenses of a professional service provider or firm, which we approved in advance in writing, to replace, restore or recollect from written records or partially or fully matching any electronic data in a Home Computer that a System Compromise corrupted, destroyed, damaged or deleted.

“Data Replacement Costs” do not include the following:

1. The cost to purchase or develop any software program or system not commercially available.
2. The cost of data that cannot be reasonably replaced, including but not limited to personal data (including but not limited to photos, music or other media).
3. The cost to update, replace, restore, or otherwise improve electronic data or a Home Computer to a level beyond what existed immediately before the System Compromise.
4. Consequential loss or damage arising from the loss or lack of availability of electronic data or the economic or market value of any electronic data.
5. Any business records or related business data that may be stored on a Home Computer.

“Event” means any: Extortion Event; Cyber Bullying; ID Event; System Compromise; Internet Clean Up Event; Breach or Social Engineering.

“Extortion Costs” means expenses and ransom money (including cryptocurrency and interest on any loan necessary to pay a ransom or reward money to any informant) to negotiate or transmit payment for an Extortion Event.

“Extortion Event” means any of the following, if made against an Insured by a third party who is not an Insured:

1. A credible threat or series of threats to cause a Network Disruption in a Home Computer.
2. A credible demand or series of demands for money to restore a Home Computer after a Network Disruption caused by that third-party.

3. A credible threat or series of threats to steal or release Protected Information from a Home Computer as a result of a Network Disruption.

An Insured first discovers an “Extortion Event” when that Insured first receives such demand or threat. However, to qualify for coverage as an Extortion Event, an Insured must have timely and formally reported the Extortion Event to law enforcement within seven days of first discovery.

“Family Member” means a person related to you by blood, adoption, marriage, domestic partnership or civil union recognized under state law, whose primary residence is the same as your primary residence. This includes a ward or foster child.

“Home Computer” means any of the following, if owned and operated exclusively for the benefit of an Insured or Insureds for personal purposes (other than occasional incidental use for business):

1. Any personal desktop, laptop, tablet computing device, mobile telephone, or Wi-Fi router (whether Wi-Fi router is leased or owned).
2. For all Insuring Clauses other than “G. System Compromise Coverage,” any other internet connected device.

“ID Event” means the fraudulent use of Protected Information of an Insured by a third party who is not an Insured to obtain credit and/or loans, become a party to any contract or written agreement or otherwise commit a crime. However, to qualify for coverage as an ID Event, an Insured must have timely and formally reported the ID Event to law enforcement within seven days of first discovery.

“ID Event Costs” means any of the following fees and expenses approved in advance in writing by us, if reasonable and necessary and incurred as a direct result of an ID Event:

1. Costs to re-apply for loans, grants or credit accounts, including postage and notarization.
2. Costs for credit reports from established credit bureaus.
3. Legal fees and expenses of an attorney we approve in advance in writing to

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defend an Insured against a civil suit, government audit, or criminal charges brought against an Insured as a result of an ID Event.

4. That Insured's actual lost wages as a direct result of the ID Event due to that Insured's time away from work, either as a whole or partial work day. However, that Insured's time away from work must have been solely to perform tasks to remedy the ID Event that could not have been performed outside that Insured's normal working hours. Actual lost wages include used vacation days and floating holidays and paid personal days, but not sick days or time missed from a self-employed job.
5. Costs to supervise your dependents while you perform tasks outside of your home to remedy the ID Event, if you are their normal caretaker.
6. Costs of a service provider or firm we designate or approve to help an Insured restore command of that Insured's identity.

"ID Event Costs" do not include any other costs or fees associated with preventing or remedying loss caused by an ID Event.

"Insured" means the Named Insured or his or her Family Member.

"Internet Clean Up Event" means any factually untrue written statement, specifically about an Insured published on the internet that the Insured can prove to be factually untrue. With respect to such coverage, such statement will be accepted as factually untrue where that Insured is able to demonstrate in good faith to our reasonable satisfaction that such statement is factually untrue. To constitute an "Internet Clean Up Event", a factually untrue written statement about the Insured must refer specifically to that Insured, either by name or by other characteristics sufficient to uniquely identify that Insured. A statement that refers to a group, of which that Insured is a member, does not constitute an "Internet Clean Up Event".

"Investigation Expenses" means the reasonable and necessary fees and expenses charged by a service provider designated or approved in advance in writing

by us, to investigate a Breach. These expenses are limited to the determination of whether an Insured has an obligation to provide notice pursuant to an applicable Privacy Law.

"**Jailbroken, Cracked or Rooted Device**" means any portion of a Home Computer that has had its software altered from the original manufactured state or from manufacturer provided updates to the software.

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

"**Malware Attack**" means the transmission of Malicious Code directly or indirectly into a Home Computer by a third party who is not an Insured.

"**Mass Event**" means any Event resulting from a vulnerability or Malicious Code, or variant thereof, that is both:

1. the subject of an alert by, or is identified by a name or designation that is assigned by, any (i) United States (federal or state) government entity or agency or (ii) computer security, forensics, threat intelligence, or anti-virus entity, service provider or vendor (including but not limited to CrowdStrike, Juniper Networks, Mandiant/FireEye, Norton, Malwarebytes, McAfee, Kaspersky, Digital Shadows, RiskIQ, Recorded Future, Flashpoint, Anomali, Mimecast, Proofpoint, Palo Alto Networks, RSA, Seculert/Radware, Symantec, or Verizon); and
2. publicized (meaning reported on in two or more news or technology media or publications, including but not limited to The New York Times, Washington Post, Los Angeles Times, Financial Times, FOX Corporation, CNN, The Wall Street Journal, NBC News, ABC News, CBS News, VICE Motherboard, Data Breach Today, Krebs on Security, Dark Reading, ZD NET, Wired, PC World, The Register, or CSO Online);

in each case prior to an Insured providing notice of a claim pursuant to Section V.D.

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“Monitoring Expenses” means the reasonable and necessary fees and expenses charged by a service provider designated or approved in advance in writing by us to provide monitoring services, pursuant to an applicable Privacy Law, to a Protected Person whose Protected Information was in an Insured’s possession.

“Named Insured” means the natural person to whom we issued this endorsement.

“Network Disruption” means a measurable interruption, failure, or suspension in the performance of a Home Computer directly or indirectly caused by Malicious Code.

“Notification Expenses” means the reasonable and necessary notification fees and expenses charged by a service provider designated or approved in advance in writing by us, to notify a Protected Person of a Breach pursuant to applicable Privacy Law requirements.

“Paper Records” means any paper file an Insured owns or possesses exclusively for the benefit of an Insured or Insureds for personal purposes, containing Protected Information.

“Privacy Law” means any law or regulation applicable to persons who obtain or possess Protected Information requiring the adoption of specific privacy or security controls or the notification of Protected Persons in the event of a Breach.

“Property Damage” means any of the following:

1. Physical injury to or destruction of tangible property, including any and all resulting loss of use.
2. Loss of use of tangible property that has not been physically injured or destroyed.

For the purposes of this definition, tangible property shall not include electronic data.

“Protected Information” means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person’s financial account or medical record information, and for which notification of unauthorized disclosure of such information is required by an applicable Privacy Law.

“Protected Person” means a person whose Protected Information was compromised as a result of Breach.

“Related events” means all Events that are based upon or arise from the same or any continuous, repeated or substantially similar fact, circumstance, subject, situation, decision, cause, person or persons, or transaction, or series of substantially similar facts, circumstances, subjects, situations, decisions, causes, person or persons, or transactions.

“Social Engineering” means the deception of an Insured through a Communication that leads to that Insured willingly transferring money that directly causes that Insured financial loss. The transfer of money must be completed through a verifiable and traceable means of delivery, including but not limited to, check, wire transfer, credit card or debit card payment. Cash and cryptocurrency are not included as money transferred through traceable method of delivery. However, to qualify for coverage as Social Engineering, an Insured must have timely and formally reported the Social Engineering to the law enforcement within seven days of first discovery.

“Social Engineering Costs” means the loss of the money transferred by the Insured as a direct result of Social Engineering. Social Engineering Costs do not include legal expenses (including any costs arising out of actual or threatened litigation, mediation, arbitration or other legal proceeding, including but not limited to court costs, expenses, costs of counsel, discovery, investigation or settlement) or the facilitation of payment cost.

“Social Media” means any website or online based application that allows users to create and share content, ideas, opinions, interests and other forms of expression. Social Media includes but is not limited to: Facebook, Twitter, Instagram, Reddit, Snapchat, LinkedIn, Tik Tok, and YouTube.

“System Compromise” means any Unauthorized Access to a Home Computer that materially degraded or damaged the performance of that Home Computer or corrupted or destroyed any electronic data in that Home Computer.

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“System Restoration Costs” means the reasonable and necessary fees and expenses of a professional service provider or firm we approved in advance in writing to restore a Home Computer to its operating performance to the level existing immediately before the System Compromise. System Restoration Costs include costs to reinstall or replace commercially available software and remove Malicious Code.

“System Restoration Costs” do not include any of the following costs:

1. The cost to replace hardware, unless we determine at our discretion the cost of replacing hardware to that of like kind and quality to be less than repair.
2. Costs associated with upgrading or restoring network performance.
3. Any costs to upgrade, replace, restore or otherwise improve the operations of a Home Computer to a level beyond what existed immediately before the System Compromise.

“Unauthorized Access” means either of the following:

1. A Malware Attack or unauthorized intrusion which results in access to or use of a Home Computer; or
2. The access to or use of a Home Computer by a person or organization not authorized to do so by an Insured.

EXCLUSIONS

We will not pay any Costs based upon, caused by, arising from or out of, associated with, in whole or in part, directly or indirectly, any of the following:

- A. An Insured’s wrongful, dishonest, fraudulent, criminal or malicious act, including an Insured’s intentional violation of any law or regulation or intentional support of or participation in an Event.
- B. Any fines, penalties, sanctions, taxes or similar charge imposed or collected by any governmental body or agency and assessed against an Insured.
- C. Any third-party liability, losses or defense costs resulting from a third-party claim. However, this exclusion does not apply to defense costs from a civil suit, government

audit, or criminal charges brought against an Insured as a result of an ID Event. This exclusion also does not apply to the cost of a service provider or firm we designate or approve to restore command of an individual’s identity after an ID Event.

- D. Any business or business activities, relationships or transactions, including but not limited to those with or for any business or other entities that are owned or operated by an Insured, or employ or have a contractual relationship with an Insured.
- E. Fund-raising activities, even if volunteer.
- F. Any investments by an Insured in any business, corporation, partnership, real estate, securities (including but not limited to equity, debt or fixed income securities), or other investment vehicle or venture.
- G. Solely with respect to Social Engineering, any of the following:
 1. The failure to provide any good or service.
 2. The failure, inadequacy, inappropriateness or malfunction of any good or service.
 3. An Insured’s advancement of any cost, fee, reward or amount based upon a third party’s promise or guarantee.
 4. Any loan, charitable gift, or credit extended by an Insured or similar credit or lending agreement by an Insured.
 5. The participation in or usage of any lottery, gambling or auction.
- H. The presence, discharge, dispersal, release or escape of the following: smoke; vapors; soot; fumes; acids; alkalis; toxic chemicals, liquids or gases; oil or other petroleum substances or derivatives; waste materials or other irritants; contaminants, pollutants or any other substances, including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment (“hazardous substances”). This exclusion also applies to the following:
 1. The cost to clean up or remove hazardous substances.
 2. The cost of actions that may be necessary to monitor or assess and evaluate the presence, discharge,

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- dispersal, escape, release, or threat of same, of hazardous substances.
3. The cost to dispose of hazardous substances or take other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to property or the environment, which may otherwise result.
 4. Any cost, based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way any government direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize hazardous substances.
- I.** Any electrical, mechanical or service failure, defect or interruption of:
1. any telephone, telecommunications, or data transmission lines, services, equipment or infrastructure;
 2. internet service provider or cloud service provider;
 3. electricity (including but not limited to power interruption, surge, brownout or blackout), gas, water or other utilities or their power lines; or
 4. any device that is not a Home Computer.
- J.** Any Circumstance which an Insured was aware, prior to the inception of this endorsement or any similar endorsement we previously issued to an Insured, might reasonably lead to an Event.
- K.** Any Event initiated by an Insured or anyone that would have previously qualified at any time as an Insured.
- L.** Any of the following:
1. Nuclear reaction or radiation; radioactive contamination or substance; or electromagnetic field, radiation, or electromagnetism.
 2. War (whether declared or not), invasion, acts of foreign enemies, hostilities, riot, civil commotion, rebellion, revolution, insurrection, war-like action, coup, usurped power or military power.
 3. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail,
- tidal wave, landslide, act of God or other physical event.
- M.** The seizure, nationalization, confiscation, destruction, deletion or expropriation of any Protected Information or any Home Computer by any governmental authority.
- N.** Shortcomings, errors, or mistakes in any set of instructions (oral, written, or electronic), scripts, program, code or software that is executed, run or installed on a Home Computer either (a) during the course of the legitimate and authorized upgrade, update or maintenance process of any software, firmware or hardware on a Home Computer, or (b) that are present within the firmware or hardware of a Home Computer as a result of the manufacturing process.
- O.** Any Mass Event.
- P.** Any portion of a Home Computer that is jailbroken, cracked or rooted device by an Insured or at the direction of an Insured or with an Insured's consent.
- Q.** Any of the following:
1. Any online message, comment, picture or other data or information posted on or through a Social Media platform.
 2. Any Internet Clean Up Event by an Insured.
- However, this exclusion only applies to Clean Up Costs.
- R.** Ownership, operation, use or entrustment to others of any motor vehicle, watercraft and aircraft.
- S.** Any of the following:
1. misconfiguration of information technology systems,
 2. service interruptions (including, but not limited to, domain name system configuration changes and domain name hijacking),
 3. malicious insider activity, or
 4. the distribution of Malicious Code,
- in each case of or by third parties that cause Malware Attacks, Network Disruptions or other interference with services provided to a Home Computer. For the purpose of this exclusion, third parties shall refer to any cloud service provider, or any other entity providing or servicing

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hardware or software over the internet or providing other services to an Insured over the internet, including but not limited to the provision of software as a service, infrastructure as a service, managed security as a service, platform as a service, or any form of cloud data storage as a service.

We will not pay any Costs for any actual or alleged Bodily Injury or Property Damage. However, this exclusion does not apply to Bodily Injury as expressly set forth in Cyber Bullying Costs.

LIMITS OF INSURANCE AND DEDUCTIBLE**A. Limit of Insurance – Family Cyber Protection Aggregate Limit**

The most we will pay in the aggregate for all Costs under this endorsement, regardless of the number of Insureds or Events, is the Limit of Insurance – Family Cyber Protection Aggregate Limit stated in the Schedule.

B. Limit of Insurance – Each Insuring Clause (except Online Extortion Coverage and System Compromise Coverage)

Subject to the Limit of Insurance - Family Cyber Protection Aggregate Limit, the most we will pay for all Costs under each Insuring Clause (except Online Extortion Coverage and System Compromise Coverage) is the Limit of Insurance – Each Insuring Clause (except Online Extortion Coverage and System Compromise Coverage) stated in the Schedule for each Insuring Clause.

C. Limit of Insurance – Online Extortion Coverage and System Compromise Coverage

Subject to the Limit of Insurance - Family Cyber Protection Aggregate Limit, the most we will pay for all Costs under the Online Extortion Coverage and System Compromise Insuring Clauses combined is the Limit of Insurance – Online Extortion Coverage and System Compromise Coverage stated in the Schedule for those Insuring Clauses.

D. Deductible

For each Event, we shall be liable for only the amount of the Costs from that Event exceeding the Deductible amount specified in the Schedule, subject to the limits set forth in this endorsement. We have no obligation, either to you or an Insured or to any person or entity, to pay all or any portion

of any Deductible amount for or on an Insured's behalf. Solely for the purpose of applying the Deductible, a single Deductible amount shall apply to all Related Events.

CONDITIONS**A. TERRITORY**

This endorsement applies to events anywhere in the world, except as set forth under "Sanctions" in Section V,E.

B. RELATED EVENTS

All Related Events are deemed a single Event. This applies regardless of the number of Insureds or Events or when the Events were first discovered. A single Event is first discovered when the earliest Related Event was first discovered.

C. SYSTEM MAINTENANCE

As a condition precedent to our obligation to pay under this endorsement, an Insured or Insureds must perform system maintenance for all Home Computers in order to mitigate costs covered under this endorsement. This includes but is not limited to:

1. Providing and maintaining a license for anti-virus software, and ensuring that this software is active and in use on the Home Computer.
2. Performing and installing all available software updates and patches as soon as practicable, either (a) in the instance of a new Home Computer, as soon as possible but in no event more than 48 hours of the Home Computer first being connected to the internet, and (b) in all other instances, in no event more than fifteen days after the updates or patches are made available.
3. Providing and running a data backup system at appropriate intervals, including without limitation performing a full backup of the Home Computer at least once per month.

D. NOTICE OF AN EVENT AND COOPERATION WITH US

1. As a condition precedent to our obligation to pay under this endorsement, an Insured must immediately report to us any Event for which an Insured seeks coverage under this endorsement, but in

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no event later than thirty (30) days after an Insured first discovered the Event.

2. If there is an Event, an Insured must fully assist and cooperate with us in investigating and settling the Event, including but not limited to:
 - a. At our request, an Insured must do the following: Submit to an examination under oath; provide us with written statements; attend meetings and negotiations; and produce and make available all information, books, records, documents and other materials we deem relevant to the Event or coverage.
 - b. At our request, an Insured must do the following: Attend hearings, depositions, proceedings (including but not limited to litigation, mediation and arbitration), trials and appeals; assist us in effecting settlements; and secure and give evidence and obtain the attendance of witnesses.
 - c. At our request, an Insured must pursue or enforce any Insured's rights of contribution or indemnity against other persons or entities.
 - d. An Insured must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment any Insured may have.
 - e. An Insured must refrain from discussing any Event with anyone other than our representatives or counsel retained to represent an Insured.
 - f. For all Events, an Insured must submit to us as soon as possible a Claim Form in the format provided by us.
 - g. For a System Compromise and Extortion Event, an Insured must provide to us as soon as possible a report by a forensic vendor approved by us in advance in writing that identifies the Malicious Code or vulnerability involved in the System Compromise or Extortion Event. For

all other Events, such a report must be provided at our request.

3. An Insured shall not do the following without our prior written consent: make a payment; admit liability; retain attorneys, consultants, firms, service providers or vendors; or assume any other obligation. Any payment an Insured makes without our prior written consent will be at that Insured's own expense. However, in the event of an Extortion Event or Social Engineering, prior approval by us of a payment by an Insured is not required; however, an Insured must make a reasonable and good faith effort to identify who is making the demand or request for payment and to whom the payment is being transmitted, and must provide us with that information, along with a copy of the demand or request and a copy of the police report or other notice to law enforcement filed by an Insured of such Extortion Event or Social Engineering.
4. An Insured agrees to provide us with all documentation that is complete and accurate of all correspondence that would comprise an Event.

E. SANCTIONS

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

F. BANKRUPTCY

Your bankruptcy or insolvency (or of your estate) will not relieve us of our obligations under this endorsement.

G. ACTION AGAINST US

An Insured may not bring an action against us, unless that Insured met the following conditions precedent:

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1. That Insured has fully complied with the endorsement terms, conditions, exclusions and other limitations, and no other Insured has violated any of the terms, conditions, exclusions and other limitations of the endorsement.
2. Neither an Insured nor its legal representative have impleaded us as a party to a suit to determine an Insured's liability.
3. That Insured's action is filed within twenty-four (24) months after that Insured's right to bring action first becomes available.
4. That Insured's action is filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

H. OTHER INSURANCE

This insurance is excess of and does not contribute with any other insurance that affords coverage for an Event. This applies whether or not the other insurance is collectible. However, this does not apply to other insurance written specifically in excess of this endorsement's Limits of Liability.

I. ASSIGNMENT OF THE INSURED'S INTEREST

No Insured may assign its interests under this endorsement to any other person or organization, except with our prior written consent.

J. FALSE AND FRAUDULENT EVENT

If an Insured reports an Event that any Insured knows is false or fraudulent, coverage may be denied and your Coverage Part cancelled.

K. TERMS AND CONDITIONS OF THE ENDORSEMENT CONFORMED TO STATUTE

Where necessary, the terms, conditions, exclusions and other limitations of this endorsement will be amended to conform to applicable law.

L. ENTIRE AGREEMENT

You agree that this endorsement, including the application, Schedule and any endorsements, constitutes the entire

agreement between you and us or any of our agents relating to this insurance.

M. CANCELLATION

1. You may cancel this endorsement by returning it to us or our authorized representative. You may also cancel the endorsement by written notice to us stating when cancellation will be effective. If you cancel, earned premium shall be computed using the customary short rate table.
2. We may cancel this endorsement by written notice to you at your last known address. We will provide written notice at least forty-five (45) days before cancellation will be effective. If we cancel, the earned premium will be computed pro-rata.
3. The endorsement Period will end at the time and date of any such cancellation.

N. TRANSFER OF RIGHTS OF RECOVERY/SUBROGATION

1. If we pay any Cost, we are subrogated to any Insured's rights of recovery against any person or entity. All Insureds will cooperate with us and do whatever is necessary to secure and recover upon these rights. This includes executing any document necessary to enable us to sue in an Insured's name.
2. No Insured shall do anything to prejudice our position or potential or actual rights of recovery. Each Insured's rights of recovery and obligations shall survive the expiration, cancellation, or termination of this endorsement.

O. CHANGES MADE TO THIS ENDORSEMENT

This endorsement's terms, conditions, exclusions and other limitations cannot be waived or changed except by a written endorsement that we issue and make part of this endorsement.

P. HEADINGS, TITLES and PLURALS

The descriptions in the headings and titles of this endorsement are solely for convenience, and form no part of the terms, conditions, exclusions and other limitations of coverage. Words and expressions in the singular shall include the plural and vice versa.