

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The XL America, Inc. insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

# NOTICE TO POLICYHOLDERS

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- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

## NOTICE TO POLICYHOLDERS

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- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

# NOTICE TO POLICYHOLDERS

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## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

# NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>
<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

## NOTICE TO POLICYHOLDERS

<b>Puerto Rico</b>	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

## NOTICE TO POLICYHOLDERS

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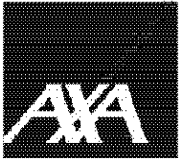
Dear Policyholder:

On the declaration page of your insurance policy you will find important information about your insurance coverage, including the policy premium. XL believes that it is important for policyholders to know that the insurance premium you pay for this policy includes not only the cost for the insurance provided by XL but it may also include the compensation we may pay to the insurance producer who has arranged for the placement of your insurance with XL.

We at XL are committed to full transparency concerning the amount of premium allocated to insurance producer compensation. In the event that you have a question about the amount of compensation paid to the insurance producer for your insurance policy, we encourage you to contact your insurance producer.

Thank you for insuring with XL.





**REGULATORY OFFICE**

505 Eagleview Blvd., Ste. 100  
Dept: Regulatory  
Exton, PA 19341-1120

**Insurance Company Providing Coverage:** Greenwich Insurance Company

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE  
DECLARATIONS**

**POLICY NO.:** TAG0154244

**RENEWAL OF:** TAG0154244

**PRODUCER:** Risk Placement Services, Inc. - Bridgewater **PRODUCER #:** 04626

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IMMEDIATE LY IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AN EXTENDED CLAIM REPORTING PERIOD APPLIES. DEFENSE EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY.**

**Item 1. NAMED INSURED:** Town Title Agency, LLC  
**ADDRESS:** East 40 Midland Avenue 2FL  
**CITY, STATE, ZIP CODE:** Paramus, NJ 07652

**Item 2. POLICY PERIOD:**  
From: 11/23/2022 To: 11/23/2023  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

**Item 3. LIMITS OF LIABILITY** (Inclusive of **defense expenses**):  
\$ 1,000,000 Each **Claim**  
\$ 1,000,000 Each **Policy Period** Aggregate

**Item 4. DEDUCTIBLE** (Inclusive of **defense expenses**):  
\$ 10,000 Each **Claim**

**Item 5. PREMIUM:** \$ 8,253.00  
PLIGA 41.27

**Total Premium** \$ 8,294.27

**Item 6. RETROACTIVE DATE:** See Endorsement #1

RPSBRD/SC/2022.10.11

**Item 7. NOTICES AND CLAIMS TO BE SENT:**

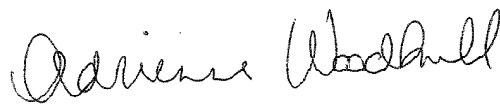
RPS Plus Companies  
1150 U.S. Highway 22, Suite 120  
Bridgewater, NJ 08807  
Fax: 832-918-3813 Email: Bridgewater.RPS.Claims@rpsins.com

**Item 8. ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:**

Endorsement Number	Endorsement Form Number	Endorsement Title
	PN CW 02 0505	PRIVACY POLICY
	PN CW 05 0914	OFAC
	PN CW 01 1121	FRAUD NOTICE
	PN CW 03 0505	NOTICE TO POLICYHOLDERS
	IL MP 9104 0314 GIC	IN WITNESS CLAUSE GIC
1	TA 411 0815	RETROACTIVE DATE ENDORSEMENT
2	TA 400 0115	ADDITIONAL INSURED
3	TA 404 0115	1ST DOLLAR DEFENSE ENDT
4	TA 408 0115	WAIVER OF APPL ENDT
5	TA 412 0815	CFPB DEFENSE ENDT
6	TA 413 0820	PLUS ADVANTAGE ENDT
7	TA 415 0619	REMOTE NOTARIZATION ENDT
8	SPHD 300 0920	CYBER SUITE SUPPLEMENTAL SCHEDULE
9	SPHD 400 0920	CYBER SUITE COVERAGE ENDT
10	TA 100-NJ 0115	NJ AMENDATORY ENDT
	TA 050 FW 0115	TITLE AGENTS PROF LIAB E&O INSURANCE
	GIC W9	FATCA GIC W9

10/08/2022

Date



Authorized Signature

**IN WITNESS**

**GREENWICH INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

**ENDORSEMENT # 1**

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of  
Policy No. TAG0154244 issued to Town Title Agency, LLC  
by Greenwich Insurance Company

**RETROACTIVE DATE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following policy:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is hereby agreed and understood that:

This policy does not apply to any **claims** arising from **professional services** rendered prior to the date shown below:

11/23/2011

This date cannot be changed without **your** and **our** separate agreement.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 2**

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244      issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that Section **A. DEFINITIONS**, paragraph 7. **Insured, you or your** is amended to add the following as additional **Insured(s)**:

Insured(s):	Retroactive Date:
Town Land Title Services, LLC	11/23/2011

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 3**

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FIRST DOLLAR DEFENSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that Section **F. DEDUCTIBLE** is deleted and replaced with the following:

- F.** **You** are obligated to pay all **damages** up to the amount of the Deductible in the Declarations. The deductible shall be payable as **damages** are paid. Payments of the Deductible, or portions thereof, shall be made by the **Named Insured** within thirty (30) days of the **Company's** request for payment.

The words (inclusive of **defense expenses**) are deleted from Item 4. of the Declarations.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 4**

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF APPLICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that the policy is amended by adding the following to Section I. **ADDITIONAL TERMS AND CONDITIONS**, paragraph 5. **Representations:**

All references to an application in this policy shall include the application or proposal described below. The **Company** has relied upon all statements, representations and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to the **Company** using its own Application form.

Type of Application/Proposal:	Application For Title Agents, Abstractors & Escrow Agents
	Errors and Omissions Liability Insurance
Carrier:	Professional Risk Solutions
Date Signed:	08/30/2022

All other terms and conditions of this policy remain unchanged.

## ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) DEFENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

The company will reimburse any **Insured** for **defense expenses**, subject to the Limits of Liability stated below, incurred in responding to a **CFPB Matter**, provided that:

1. The **CFPB Matter** arises out of an actual or alleged negligent act or omission in the performance of **professional services** or **personal injury** that are alleged to have occurred on or after the **retroactive date** of this policy, but before the end of the **policy period**;
2. The **CFPB Matter** commences against any **Insured** during the **policy period** and is reported to the Company during the **policy period** or any Extended Reporting Period ("ERP").

The maximum amount the Company will pay, regardless of the number of **CFPB Matters** or the number of **Insureds**, is \$150,000, in the aggregate per **policy period**. The Deductible set forth in the Declarations shall apply to any coverage provided by this Endorsement. Any payments made by the Company under this Endorsement will be included in the Limits of Liability and are not in addition to the Limits of Liability.

For purposes of this Endorsement, the following definitions shall apply:

**CFPB** means the Consumer Financial Protection Bureau pursuant to Section X of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. Section 5301 (the "Act").

**CFPB Matter** means:

- a. a subpoena issued upon an **Insured** by the **CFPB**, pursuant to Section 1052 of the Act, for attendance, testimony of witnesses or production of documents or other materials;
- b. a civil investigative demand, issued pursuant to Section 1052 of the Act, received by an **Insured** from the **CFPB**;
- c. a hearing or adjudication proceeding with respect to an **Insured** conducted by the CFPB pursuant to Section 1053 of the Act; or
- d. any civil action, commenced pursuant to Section 1054 of the Act by the CFPB against an **Insured**, including any appeal therefrom.

All other terms and conditions of this policy remain unchanged.



## ENDORSEMENT # 6

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### PLUS+ ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

In consideration of the premium charged, the following changes apply:

#### I. DEFENSE EXPENSES IN ADDITION TO LIMIT FOR DAMAGES

For the purposes of this endorsement Section **E. LIMITS OF LIABILITY** is deleted and replaced by the following:

##### E. LIMITS OF LIABILITY

1. For each **claim**, the limit shown in Item 3. of the Declarations as "Each **Claim**" is the maximum amount the **Company** is obligated to pay for covered **damages** arising out of each **claim** first made during the **policy period**.
2. Subject to each **claim** limitation above, the limit shown in Item 3. of the Declarations as **Policy Period Aggregate**" is the maximum amount the **Company** is obligated to pay for the combined total of all **damages** arising out of any and all **claims** first made during the **policy period**.
3. **Defense expenses** shall have separate Limits of Liability which shall be limited to an amount equal to the "Each **Claim**" and **Policy Period Aggregate**" Limits of Liability in Item 3. of the Declarations.

#### II. EXTENDED CLAIM REPORTING ENDORSEMENT (ERP) – Loyalty Discount

In the event that the **Named Insured** has been insured by the **Company** continuously for the past four (4) years, the additional premium for purchase of the ERP described in Item 6. of Section **I. ADDITIONAL TERMS AND CONDITIONS** shall be reduced by fifty (50) percent.

#### III. DEATH OR DISABILITY EXTENDED REPORTING PERIOD

- A.** If, during the **policy period**, the owner of the **Named Insured** stated in Item 1. of the Declarations dies or becomes totally and permanently disabled, the **Company** will offer a death or disability Extended Reporting Period at no charge. Totally and permanently disabled means the owner is completely incapable of rendering any **Professional Services** and such disability:
1. Has existed for not less than ninety (90) consecutive days; and
  2. Is expected to be continuous, total, and permanent.

- B.** The death or disability Extended Reporting Period will start on the date the owner dies or becomes totally and permanently disabled, and will end when one of the following occurs:
1. The executor or administrator of the owner's estate has been discharged;
  2. The total and permanent disability ends, whether or not the owner resumes the rendering of **Professional Services**;
  3. Any insurance is issued which replaces, in whole or in part, the coverage afforded by the death or disability Extended Reporting Period;
  4. The Limits of Liability have been exhausted; or
  5. Three (3) years have elapsed from the date the owner's death or total and permanent disability.
- C.** The **Company** will issue a death or disability Extended Reporting Period endorsement only if the owner or the owner's representative request for the ERP endorsement is no more than ninety (90) days after the date of the owner's death or total permanent disability. Such request must include:
1. A copy of the certified death certificate;
  2. Written proof, certified by the owner's attending physician, of total permanent disability including the date it occurred;
- D.** The Limit of Liability applicable to the Extended Reporting Period will be the Limit of Liability remaining under this policy.
- E.** The Extended Reporting Period will not apply to any pending **claim** or disciplinary proceedings, any **Professional Services** rendered after the effective date of the Extended Reporting Period; or **claims** that are covered under any other insurance available to the **Insured**, or that would be covered but for the exhaustion of limits.

All other terms and conditions of this policy remain unchanged.

## ENDORSEMENT # 7

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### REMOTE NOTARIZATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

In consideration of the premium charged, the following changes apply:

##### Insuring Agreement

1. Subject to all Terms and Conditions of this policy, the **Company** will pay on the **Insured's** behalf **damages** and **defense expenses** for Claims based on or arising out of **Remote Notarization Services** provided by the **Insured**. Coverage under this Endorsement is subject to the following requirements:
  - a. The State and County where the property that is the subject of the transaction is located must have adopted Remote Online Notarization legislation; and
  - b. The **Insured** must be in compliance with the requirements of all state legislation, rules and/or regulations where the property is located related to remote notarial acts including but not limited to obtaining a separate electronic Notary commission and/or register to perform remote notarizations as necessary.

Coverage under this Endorsement shall not apply to any **claim**:

- i. based on or arising out of the intentional or willful breach or disregard of any oral or written underwriting or binding authority; or
- ii. based on or arising out of the intentional or willful failure to follow any escrow or closing instructions, or out of the intentional or willful disregard of any escrow or closing instructions.

For the purpose of this Endorsement only, **H. EXCLUSIONS**, Item 22 shall not apply and remains in effect for all claims that do not arise out of or are based upon the provision of **Remote Notarization Services**.

**Remote Notarization Services** are defined as: the notarization of a document without the physical presence of the signer in front of the notary and where identification verification is obtained through electronic means.

All other terms and conditions of this policy remain unchanged.

## ENDORSEMENT # 8

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

Cyber Coverage Effective Date: 11/23/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CYBER SUITE SUPPLEMENTAL SCHEDULE

This endorsement modifies insurance provided under the following:

#### CYBER SUITE COVERAGE ENDORSEMENT

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#### CYBER SUITE

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First Party Annual Aggregate Limit:	\$	<u>250,000</u>
Third Party Annual Aggregate Limit:	\$	<u>250,000</u>
Cyber Suite Deductible Per Occurrence:	\$	<u>2,500</u>

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#### FIRST PARTY COVERAGES

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##### DATA COMPROMISE RESPONSE EXPENSES

###### Sublimits Per Occurrence

Forensic IT Review:	\$	<u>125,000</u>
Legal Review:	\$	<u>125,000</u>
Public Relations:	\$	<u>5,000</u>
Regulatory Fines and Penalties:	\$	<u>125,000</u>
PCI Fines and Penalties:	\$	<u>125,000</u>

Included

##### COMPUTER ATTACK

###### Sublimits Per Occurrence

Loss of Business:	\$	<u>125,000</u>
Public Relations:	\$	<u>5,000</u>

Included

##### CYBER EXTORTION

###### Sublimit Per Occurrence:

	\$	<u>25,000</u>
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Included

##### MISDIRECTED PAYMENT FRAUD

###### Sublimit Per Occurrence:

	\$	<u>25,000</u>
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Included

##### COMPUTER FRAUD

###### Sublimit Per Occurrence:

	\$	<u>25,000</u>
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Included

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## THIRD PARTY COVERAGES

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DATA COMPROMISE LIABILITY	Included
NETWORK SECURITY LIABILITY	Included
ELECTRONIC MEDIA LIABILITY	Included

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## IDENTITY RECOVERY COVERAGE

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Annual Aggregate Limit Per "Identity Recovery Insured": \$ 25,000

Deductible Per Occurrence: None

**Sublimits Per Occurrence**

Lost Wages and Child and Elder Care Expenses: \$ 5,000

Mental Health Counseling: \$ 1,000

Miscellaneous Unnamed Costs: \$ 1,000

# CYBER SUITE COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Throughout this Coverage Endorsement (hereinafter referred to as “Cyber Coverage”), the words “you” and “your” refer to the Named Insured(s) shown in the Cyber Suite Supplemental Schedule of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words “we”, “us” and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of any cancellation and/or nonrenewal provisions in the policy and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

## A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Schedule.

### 1. Data Compromise Response Expenses

**a.** Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a “personal data compromise”; and
- (2) Such “personal data compromise” took place in the “coverage territory”; and
- (3) Such “personal data compromise” is first discovered by you during the “policy period”; and
- (4) Such “personal data compromise” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first discovered by you.

**b.** If the conditions listed in **a.** above have been met, then we will provide coverage for the following expenses when they arise directly from such “personal data compromise” and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the “personal data compromise” to “affected individuals” as covered under item (3) below.

#### (1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of “loss” or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

**(2) Legal Review**

We will pay for a professional legal counsel review of the “personal data compromise” and how you should best respond to it.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

**(3) Notification to Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

**(4) Services to Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”. Services **(c)** and **(d)** below apply only to “affected individuals” from “personal data compromise” events involving “personally identifying information”.

**(a) Informational Materials**

A packet of loss prevention and customer support information.

**(b) Help Line**

A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in **(c)** and **(d)** below.

**(c) Credit Report and Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual’s credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.

**(d) Identity Restoration Case Management**

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

**(5) Public Relations**

We will pay for a professional public relations firm review of, and response to, the potential impact of the “personal data compromise” on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with “affected individuals”. However, we will not pay for:

- (a) Promotions provided to any of your directors or employees; or
- (b) Promotion costs exceeding \$25 per “affected individual”.

**(6) Regulatory Fines and Penalties**

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

**(7) PCI Fines and Penalties**

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

**2. Computer Attack**

**a.** Computer Attack applies only if all of the following conditions are met:

- (1) There has been a “computer attack”; and
- (2) Such “computer attack” occurred in the “coverage territory”; and
- (3) Such “computer attack” is first discovered by you during the “policy period”; and
- (4) Such “computer attack” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first discovered by you.

**b.** If the conditions listed in **a.** above have been met, then we will provide you the following coverages for “loss” directly arising from such “computer attack”.

**(1) Data Restoration**

We will pay your necessary and reasonable “data restoration costs”.

**(2) Data Re-creation**

We will pay your necessary and reasonable “data re-creation costs”.

**(3) System Restoration**

We will pay your necessary and reasonable “system restoration costs”.

**(4) Loss of Business**

We will pay your actual “business income and extra expense loss” incurred during the “period of restoration”.



**(5) Extended Income Recovery**

If you suffer a covered “business income and extra expense loss” resulting from a “computer attack” on a “computer system” owned or leased by you and operated under your control, we will pay your actual “extended income loss”.

**(6) Public Relations**

If you suffer a covered “business income and extra expense loss”, we will pay for the services of a professional public relations firm to assist you in communicating your response to the “computer attack” to the media, the public and your customers, clients or members.

**3. Cyber Extortion**

- a. Cyber Extortion applies only if all of the following conditions are met:
  - (1) There has been a “cyber extortion threat”; and
  - (2) Such “cyber extortion threat” is first made against you during the “policy period”; and
  - (3) Such “cyber extortion threat” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first made against you.
- b. If the conditions listed in **a.** above have been met, then we will pay for your necessary and reasonable “cyber extortion expenses” arising directly from such “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.
- c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

**4. Misdirected Payment Fraud**

- a. Misdirected Payment Fraud applies only if all of the following conditions are met:
  - (1) There has been a “wrongful transfer event” against you; and
  - (2) Such “wrongful transfer event” took place in the “coverage territory”; and
  - (3) Such “wrongful transfer event” is first discovered by you during the “policy period”; and
  - (4) Such “wrongful transfer event” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first discovered by you; and
  - (5) Such “wrongful transfer event” is reported in writing by you to the police.
- b. If the conditions listed above in **a.** have been met, then we will pay your necessary and reasonable “wrongful transfer costs” arising directly from the “wrongful transfer event”.

**5. Computer Fraud**

- a. Computer Fraud applies only if all of the following conditions are met:

- (1) There has been a “computer fraud event” against you; and
  - (2) Such “computer fraud event” took place in the “coverage territory”; and
  - (3) Such “computer fraud event” is first discovered by you during the “policy period”; and
  - (4) Such “computer fraud event” is reported to us within sixty (60) days after the date it is first discovered by you; and
  - (5) Such “computer fraud event” is reported in writing by you to the police.
- b. If the conditions listed in **a.** above have been met, then we will pay your necessary and reasonable “computer fraud costs” arising directly from the “computer fraud event”.

## 6. Data Compromise Liability

- a. Data Compromise Liability applies only if all of the following conditions are met:
- (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of one of the following:
    - (a) A “claim”; or
    - (b) A “regulatory proceeding”.
  - (2) Such “claim” or “regulatory proceeding” must arise from a “personal data compromise” that:
    - (a) Took place during the “coverage term”; and
    - (b) Took place in the “coverage territory”; and
    - (c) Was submitted to us and insured under Data Compromise Response Expenses.
  - (3) Such “claim” or “regulatory proceeding” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first received by you.
- b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered:
- (1) “Loss” directly arising from the “claim”; or
  - (2) “Defense costs” directly arising from a “regulatory proceeding”.
- c. All “claims” and “regulatory proceedings” arising from a single “personal data compromise” or interrelated “personal data compromises” will be deemed to have been made at the time that notice of the first of those “claims” or “regulatory proceedings” is received by you.

## 7. Network Security Liability

- a. Network Security Liability applies only if all of the following conditions are met:
- (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of a “claim” which arises from a “network security incident” that:

- (a) Took place during the “coverage term”; and
    - (b) Took place in the “coverage territory”; and
  - (2) Such “claim” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered “loss” directly arising from the “claim”.
- c. All “claims” arising from a single “network security incident” or interrelated “network security incidents” will be deemed to have been made at the time that notice of the first of those “claims” is received by you.

## 8. Electronic Media Liability

- a. Electronic Media Liability applies only if all of the following conditions are met:
  - (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of a “claim” which arises from an “electronic media incident” that:
    - (a) Took place during the “coverage term”; and
    - (b) Took place in the “coverage territory”; and
  - (2) Such “claim” is reported to us as soon as practicable, but in no event more than sixty (60) days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered “loss” directly arising from the “claim”.
- c. All “claims” arising from a single “electronic media incident” or interrelated “electronic media incidents” will be deemed to have been made at the time that notice of the first of those “claims” is received by you.

## 9. Identity Recovery

- a. Identity Recovery applies only if all of the following conditions are met:
  - (1) There has been an “identity theft” involving the personal identity of an “identity recovery insured” under this Cyber Coverage; and
  - (2) Such “identity theft” took place in the “coverage territory”; and
  - (3) Such “identity theft” is first discovered by the “identity recovery insured” during the “policy period”; and
  - (4) Such “identity theft” is reported to us within sixty (60) days after it is first discovered by the “identity recovery insured”.
- b. If the conditions listed in a. above have been met, then we will provide the following to the “identity recovery insured”:
  - (1) **Case Management Service**

We will pay for the services of an “identity recovery case manager” as needed to

respond to the “identity theft”; and

**(2) Expense Reimbursement**

We will pay for reimbursement of necessary and reasonable “identity recovery expenses” incurred as a direct result of the “identity theft”.

**B. EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs or “loss” arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.
2. War and military action including any of the following and any consequence of any of the following:
  - a. War, including undeclared or civil war;
  - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
3. Failure or interruption of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a “computer system”.
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered “loss” event.
9. Your reckless disregard for the security of your “computer system” or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “wrongful act” occurring before the “coverage term”.
12. That part of any “claim” seeking any non-monetary relief. However, this exclusion does not apply to “defense costs” arising from an otherwise insured “wrongful act”.

13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.
16. The theft of a professional or business identity.
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
18. An "identity theft" that is not reported in writing to the police.

## C. LIMITS OF INSURANCE

### 1. Aggregate Limits

The First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule is the most we will pay for all "loss" under all the Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, and Computer Fraud coverages in any one "policy period". The First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule applies regardless of the number of insured events first discovered during the "policy period".

Except for post-judgment interest, the Third Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule is the most we will pay for all "loss" under all the Data Compromise Liability, Network Security Liability and Electronic Media Liability coverages in any one "policy period" or any applicable Extended Reporting Period. The Third Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule applies regardless of the number of insured "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

The Identity Recovery Coverage is subject to the Identity Recovery Limit as shown in the Cyber Suite Supplemental Schedule.

### 2. Coverage Sublimits

#### a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Schedule.

These sublimits are part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

**b. Computer Attack Sublimits**

The most we will pay under Computer Attack for Loss of Business and Extended Income Recovery coverages for “loss” arising from any one “computer attack” is the applicable Loss of Business sublimit shown in the Cyber Suite Supplemental Schedule. The most we will pay under Computer Attack for Public Relations coverage for “loss” arising from any one “computer attack” is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Schedule. These sublimits are part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule.

**c. Cyber Extortion Sublimit**

The most we will pay under Cyber Extortion coverage for “loss” arising from one “cyber extortion threat” is the applicable sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule.

**d. Misdirected Payment Fraud Sublimit**

The most we will pay under Misdirected Payment Fraud coverage for “loss” arising from one “wrongful transfer event” is the applicable sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule.

**e. Computer Fraud Sublimit**

The most we will pay under Computer Fraud coverage for “loss” arising from one “computer fraud event” is the applicable sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Supplemental Schedule.

**f. Identity Recovery Sublimits**

The following provisions are applicable only to the Identity Recovery Coverage.

- (1) Case Management Service is available as needed for any one “identity theft” for up to twelve (12) consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the annual aggregate limit for Identity Recovery.
- (2) Costs covered under item d. (Legal Costs) of the definition of “identity recovery expenses” are part of, and not in addition to, the annual aggregate limit for Identity Recovery.
- (3) Costs covered under item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of “identity recovery expenses” are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within twelve (12) months after the first discovery of the “identity theft” by the “identity recovery insured”.
- (4) Costs covered under item g. (Mental Health Counseling) of the definition of “identity recovery expenses” is subject to the Mental Health Counseling sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within twelve (12) months after the first discovery of the “identity theft” by the “identity recovery insured”.

- (5) Costs covered under item h. (Miscellaneous Unnamed Costs) of the definition of “identity recovery expenses” is subject to the Miscellaneous Unnamed Costs sublimit shown in the Cyber Suite Supplemental Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to costs incurred within twelve (12) months after the first discovery of the “identity theft” by the “identity recovery insured”.

### 3. Application of Limits

- a. A “computer attack”, “cyber extortion threat”, “personal data compromise”, “wrongful transfer event”, “computer fraud event” or “identity theft” may be first discovered by you in one “policy period” but it may cause insured “loss” in one or more subsequent “policy periods”. If so, all insured “loss” arising from such “computer attack”, “cyber extortion threat”, “personal data compromise”, “wrongful transfer event”, “computer fraud event” or “identity theft” will be subject to the limit of insurance applicable to the “policy period” when the “computer attack”, “cyber extortion threat”, “personal data compromise”, “wrongful transfer event”, “computer fraud event” or “identity theft” was first discovered by you.
- b. You may first receive notice of a “claim” or “regulatory proceeding” in one “policy period” but it may cause insured “loss” in one or more subsequent “policy periods”. If so, all insured “loss” arising from such “claim” or “regulatory proceeding” will be subject to the limit of insurance applicable to the “policy period” when notice of the “claim” or “regulatory proceeding” was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding “policy period”.
- d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one (1) year from the date of the notification to the “affected individuals”. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one (1) year period may continue for a period of up to one (1) year from the date such Identity Restoration Case Management services are initiated.

### D. DEDUCTIBLES

1. We will not pay for “loss” until the amount of the insured “loss” exceeds the deductible amount shown in the Cyber Suite Supplemental Schedule. We will then pay the amount of “loss” in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Schedule. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
- a. “Loss” arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, or Computer Fraud.
- b. “Loss” resulting from the same “wrongful act” or interrelated “wrongful acts” insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
3. In the event that “loss” is insured under more than one coverage section, only the single highest deductible applies.
4. Insurance coverage under Identity Recovery is not subject to a deductible.

## **E. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

### **1. Bankruptcy**

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

### **2. Defense And Settlement**

- a.** We shall have the right and the duty to assume the defense of any applicable “claim” or “regulatory proceeding” against you. You shall give us such information and cooperation as we may reasonably require.
- b.** You shall not admit liability for or settle any “claim” or “regulatory proceeding” or incur any “defense costs” without our prior written consent.
- c.** At the time a “claim” or “regulatory proceeding” is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d.** If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such “claim” or “regulatory proceeding” independently of us. Our liability shall not exceed the amount for which the “claim” or suit could have been settled if such recommendation was consented to, plus “defense costs” incurred by us, and “defense costs” incurred by you with our written consent, prior to the date of such refusal.
- e.** We will not be obligated to pay any “loss” or “defense costs”, or to defend or continue to defend any “claim” or “regulatory proceeding” after the applicable limit of insurance has been exhausted.
- f.** We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
  - (1)** After entry of judgment; and
  - (2)** Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

### **3. Due Diligence**

You agree to use due diligence to prevent and mitigate “loss” insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a.** Providing and maintaining appropriate physical security for your premises, “computer systems” and hard copy files;
- b.** Providing and maintaining appropriate computer and Internet security;



- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing “personally identifying information”, “personally sensitive information” or “third party corporate data”, including shredding hard copy files and destroying physical media used to store electronic data.

**4. Duties in the Event of a Claim, Regulatory Proceeding or Loss**

- a. If, during the “policy period”, incidents or events occur which you reasonably believe may give rise to a “claim” or “regulatory proceeding” for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant’s representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral “claim”, allegation or threat, you shall give written notice to us as soon as practicable and either:
  - (1) Anytime during the “policy period”; or
  - (2) Anytime during the extended reporting periods (if applicable).
- b. If a “claim” or “regulatory proceeding” is brought against you, you must:
  - (1) Immediately record the specifics of the “claim” or “regulatory proceeding” and the date received;
  - (2) Provide us with written notice, as soon as practicable, but in no event more than sixty (60) days after the date the “claim” or “regulatory proceeding” is first received by you;
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “regulatory proceeding”;
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the “claim” or “regulatory proceeding”;
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “loss” or “defense costs” to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “claim” or “regulatory proceeding”.
- c. In the event of a “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft”, insured under this Cyber Coverage, you and any involved “identity recovery insured” must see that the following are done:
  - (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than sixty (60) days after the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft”. Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the “personal

data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft” occurred.

- (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft”;
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of “loss” containing the information we request to investigate the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft”. You must do this within sixty (60) days after our request. We will supply you with the necessary forms.
  - (6) Cooperate with us in the investigation or settlement of the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event”, “computer fraud event” or “identity theft”.
  - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
  - (8) Make no statement that will assume any obligation or admit any liability, for any “loss” for which we may be liable, without our prior written consent.
  - (9) Promptly send us any legal papers or notices received concerning the “loss”.
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the “claim”, “regulatory proceeding” or “loss”, including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

## **5. Extended Reporting Periods**

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a “termination of coverage”.
- b. If a “termination of coverage” has occurred, you will have the right to the following:
  - (1) At no additional premium, an Automatic Extended Reporting Period of thirty (30) days immediately following the effective date of the “termination of coverage” during which you may first receive notice of a “claim” or “regulatory proceeding” arising directly from a “wrongful act” occurring before the end of the “policy period” and which is otherwise insured by this Cyber Coverage; and
  - (2) Upon payment of the additional premium of one hundred percent (100%) of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date of the “termination of coverage” during which you may first receive notice of a “claim” or “regulatory proceeding” arising directly from a “wrongful act” occurring before the

end of the “policy period” and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within thirty (30) days after the effective date of “termination of coverage”. The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

## **6. Identity Recovery Help Line**

For assistance, if Identity Recovery applies, the “identity recovery insured” should call the

**Identity Recovery Help Line at 1-877-319-6382.**

The **Identity Recovery Help Line** can provide the “identity recovery insured” with:

- a. Information and advice for how to respond to a possible “identity theft”; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an “identity recovery insured” prior to a determination that a covered “identity theft” has occurred. Our provision of such services is not an admission of liability under the Cyber Coverage. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered “identity theft” has not occurred.

As respects Expense Reimbursement Coverage, the “identity recovery insured” must send to us, within sixty (60) days after our request, receipts, bills or other records that support his or her “claim” for “identity recovery expenses”.

## **7. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two (2) years after the date the “loss” or “identity theft” is first discovered by you, or the date on which you first receive notice of a “claim” or “regulatory proceeding”.

## **8. Legal Advice**

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

## **9. Other Insurance**

If there is other insurance that applies to the same “loss”, this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

## 10. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under Data Compromise Response Expenses for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of “affected individuals” to be notified, including contact information.
- b. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”.
- c. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Data Compromise Response Expenses limit of insurance.

## 11. Service Providers

- a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us;
  - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 12. Services

The following conditions apply as respects any services provided to you or any “affected individual” or “identity recovery insured” by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

- a. The effectiveness of such services depends on the cooperation and assistance of you, “affected individuals” and “identity recovery insureds”.
- b. All services may not be available or applicable to all individuals. For example, “affected individuals” and “identity recovery insureds” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems

associated with the covered events.

- d. Except for the services of an “identity recovery case manager” under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

### 13. Valuation

We will determine the value of “money” as follows:

Our payment for loss of “money” or loss payable in “money” will be, at your option, in the “money” of the country in which the “wrongful transfer event” or “computer fraud event” took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

## F. DEFINITIONS

1. **“Affected Individual”** means any person whose “personally identifying information” or “personally sensitive information” is lost, stolen, accidentally released or accidentally published by a “personal data compromise” covered under this Cyber Coverage. This definition is subject to the following provisions:
  - a. Affected individual does not include any business or organization. Only an individual person may be an affected individual.
  - b. An affected individual may reside anywhere in the world.
2. **“Authorized Representative”** means a person or entity authorized by law or contract to act on behalf of an “identity recovery insured”.
3. **“Authorized Third Party User”** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the “computer system” for the receipt or delivery of services.
4. **“Bodily Injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **“Business Income and Extra Expense Loss”** means loss of Business Income and Extra Expense.
  - a. As used in this definition, Business Income means the sum of:
    - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
    - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
  - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no “computer attack” occurred.
6. **“Claim”**
  - a. Claim means:

- (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
- (2) A civil proceeding commenced by the filing of a complaint;
- (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
- (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a “wrongful act” or a series of interrelated “wrongful acts” including any resulting appeal.

**b.** Claim does not mean or include:

- (1) Any demand or action brought by or on behalf of someone who is:
  - (a) Your director;
  - (b) Your owner or part-owner; or
  - (c) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. Claim will include proceedings brought by such individuals in their capacity as “affected individuals”, but only to the extent that the damages claimed are the same as would apply to any other “affected individual”; or

- (2) A “regulatory proceeding”

**c.** Includes a demand or proceeding arising from a “wrongful act” that is a “personal data compromise” only when the “personal data compromise” giving rise to the proceeding was covered under Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a claim to us and provided notifications and services to “affected individuals” in consultation with us pursuant to Data Compromise Response Expenses in connection with such “personal data compromise”.

**7. “Computer Attack”**

**a.** Computer attack means one of the following involving the “computer system”:

- (1) An “unauthorized access incident”;
- (2) A “malware attack”; or
- (3) A “denial of service attack” against a “computer system”

**b.** A computer attack ends at the earlier of:

- (1) The time that the active attacking behavior ceases, the time that you have regained control over the “computer system” or the time that all unauthorized creation, destruction or movement of data associated with the computer attack has ceased, whichever happens latest; or
- (2) Thirty (30) days after your discovery of the computer attack.

8. **“Computer Fraud Costs”** means:
- a. The amount of “money” fraudulently obtained from you. Computer fraud costs include the direct financial loss only.
  - b. Computer fraud costs do not include any of the following:
    - (1) Other expenses that arise from the “computer fraud event”;
    - (2) Indirect loss, such as “injury”, lost time, lost wages, “identity recovery expenses” or damaged reputation;
    - (3) Any interest, time value or potential investment gain on the amount of financial loss; or
    - (4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
9. **“Computer Fraud Event”** means:
- a. An “unauthorized access incident” that leads to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a “computer system” owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an “employee”, “executive” or “independent contractor”. Such fraudulent entry or change must cause “money” to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.
  - b. Computer fraud event does not mean or include any occurrence:
    - (1) In which you are threatened or coerced to send “money” or divert a payment; or
    - (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
10. **“Computer System”** means a computer or other electronic hardware that:
- a. Is owned or leased by you and operated under your control; or
  - b. Is operated by a third-party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a computer system with respect to the specific services provided by such third party to you under such contract.
11. **“Coverage Term”** means the increment of time:
- a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and
  - b. Ending upon the “termination of coverage”.
12. **“Coverage Territory”** means:
- a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud and Identity Recovery, coverage territory means anywhere in the world.

- b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, coverage territory means anywhere in the world, however “claims” must be brought within the United States (including its territories and possessions) or Puerto Rico.

**13. “Cyber Extortion Expenses” means:**

- a. The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
- b. Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat” when such expenses are necessary and reasonable and arise directly from a “cyber extortion threat”. The payment of cyber extortion expenses must be approved in advance by us. We will not pay for cyber extortion expenses that have not been approved in advance by us. We will not unreasonably withhold our approval.

**14. “Cyber Extortion Threat” means:**

- a. Cyber extortion threat means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - (1) Launch a “denial of service attack” against the “computer system” for the purpose of denying “authorized third party users” access to your services provided through the “computer system” via the Internet;
  - (2) Gain access to a “computer system” and use that access to steal, release or publish “personally identifying information”, “personally sensitive information” or “third party corporate data”;
  - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”;
  - (4) Launch a “computer attack” against a “computer system” in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”; or
  - (5) Cause you to transfer, pay or deliver any funds or property using a “computer system” without your authorization.
- b. Cyber extortion threat does not mean or include any threat made in connection with a legitimate commercial dispute.

**15. “Data Re-creation Costs”**

- a. Data re-creation costs means the costs of an outside professional firm hired by you to research, re- create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. Data re-creation costs does not mean or include costs to research, re-create or replace:
  - (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

**16. “Data Restoration Costs”**



- a. Data restoration costs means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered data restoration costs, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
  - b. Data restoration costs does not mean or include costs to research, re-create or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.
- 17. “Defense Costs”**
- a. Defense costs means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any “claim” or “regulatory proceeding” against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - b. Defense costs does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.
- 18. “Denial of Service Attack”** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.
- 19. “Electronic Media Incident”** means an allegation that the display of information in electronic form by you on a website resulted in:
- a. Infringement of another’s copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
  - b. Defamation against a person or organization that is unintended; or
  - c. A violation of a person’s right of privacy, including false light and public disclosure of private facts.
- 20. “Employee”** means any natural person, other than an “executive”, who was, now is or will be:
- a. Employed on a full-time or part-time basis by you;
  - b. Furnished temporarily to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions;
  - c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph **b.**; or
  - d. Your volunteer worker, which includes unpaid interns.
- 21. “Executive”** means any natural person who was, now is or will be:
- a. The owner of your sole proprietorship; or
  - b. A duly elected or appointed:
    - (1) Director;

- (2) Officer;
  - (3) Managing Partner;
  - (4) General Partner;
  - (5) Member (if a limited liability company);
  - (6) Manager (if a limited liability company); or
  - (7) Trustee;
- of your business.

22. **“Extended Income Loss”** means your actual “business income and extra expense loss” incurred during the “extended recovery period”.

23. **“Extended Recovery Period”** means a fixed period of one hundred eighty (180) days immediately following the end of the “period of restoration”.

24. **“Identity Recovery Case Manager”** means one or more individuals assigned by us to assist an “identity recovery insured” with communications we deem necessary for re-establishing the integrity of the personal identity of the “identity recovery insured”. This includes, with the permission and cooperation of the “identity recovery insured”, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

25. **“Identity Recovery Expenses”** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an “identity theft” suffered by an “identity recovery insured”:

**a. Re-Filing Costs**

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft”.

**b. Notarization, Telephone and Postage Costs**

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the “identity recovery insured’s” efforts to report an “identity theft” or amend or rectify records as to the “identity recovery insured’s” true name or identity as a result of an “identity theft”.

**c. Credit Reports**

Costs for credit reports from established credit bureaus.

**d. Legal Costs**

Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an “identity recovery insured”.
- (2) The removal of any civil judgment wrongfully entered against an “identity recovery insured”.

- (3) Legal assistance for an “identity recovery insured” at an audit or hearing by a governmental agency.
- (4) Legal assistance in challenging the accuracy of the “identity recovery insured’s” consumer credit report.
- (5) The defense of any criminal charges brought against an “identity recovery insured” arising from the actions of a third party using the personal identity of the “identity recovery insured”.

**e. Lost Wages**

Actual lost wages of the “identity recovery insured” for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

**f. Child and Elder Care Expenses**

Actual costs for supervision of children or elderly or infirm relatives or dependents of the “identity recovery insured” during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured”.

**g. Mental Health Counseling**

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured”.

**h. Miscellaneous Unnamed Costs**

Any other reasonable costs necessarily incurred by an “identity recovery insured” as a direct result of the “identity theft”.

- (1) Such costs include:
  - (a) Costs by the “identity recovery insured” to recover control over his or her personal identity.
  - (b) Deductibles or service fees from financial institutions.
- (2) Such costs do not include:
  - (a) Costs to avoid, prevent or detect “identity theft” or other loss.
  - (b) Money lost or stolen.
  - (c) Costs that are restricted or excluded elsewhere in this Cyber Coverage or policy.

**26. “Identity Recovery Insured” means the following:**

- a. When the entity insured under this Cyber Coverage is a sole proprietorship, the identity

recovery insured is the individual person who is the sole proprietor of the insured identity .

- b. When the entity insured under this Cyber Coverage is a partnership, the identity recovery insureds are the current partners.
- c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in **a.** or **b.** above, the identity recovery insureds are all individuals having an ownership position of twenty percent (20%) or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the identity recovery insured will be:
  - (1) The chief executive of the insured entity; or
  - (2) As respects a religious institution, the senior ministerial employee.

An identity recovery insured must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an identity recovery insured.

**27. “Identity Theft”**

- a. Identity theft means the fraudulent use of “personally identifying information”. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. Identity theft does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

**28. “Independent Contractor”** means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

**29. “Loss”**

- a. With respect to Data Compromise Response Expenses, loss means those expenses enumerated in Data Compromise Response Expenses, paragraph **b.**
- b. With respect to Computer Attack, loss means those expenses enumerated in Computer Attack, paragraph
- c. With respect to Cyber Extortion, loss means “cyber extortion expenses”.
- d. With respect to Misdirected Payment Fraud, loss means “wrongful transfer costs”.
- e. With respect to Computer Fraud, loss means “computer fraud costs”.
- f. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, loss means “defense costs” and “settlement costs”.
- g. With respect to Identity Recovery, loss means those expenses enumerated in Identity Recovery, paragraph **b.**

**30. “Malware Attack”**

- a. Malware attack means an attack that damages a “computer system” or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

- b. Malware attack does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your “computer system” during the manufacturing process or normal maintenance.
31. **“Money”** means:
- a. Money means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers’ checks, registered checks and money orders held for sale to the public.
  - b. Money does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.
32. **“Network Security Incident”** means a negligent security failure or weakness with respect to a “computer system” which allowed one or more of the following to happen:
- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
  - b. The unintended abetting of a “denial of service attack” against one or more other systems; or
  - c. The unintended loss, release or disclosure of “third party corporate data”.
33. **“Period of Restoration”** means the period of time that begins eight (8) hours after the time that a “computer attack” is discovered by you and continues until the earliest of:
- a. The date that all data restoration, data re-creation and system restoration directly related to the “computer attack” has been completed;
  - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch; or
  - c. If no data restoration, data re-creation or system restoration is required, the end of the “computer attack”.
34. **“Personal Data Compromise”** means the loss, theft, accidental release or accidental publication of “personally identifying information” or “personally sensitive information” as respects one or more “affected individuals”. If the loss, theft, accidental release or accidental publication involves “personally identifying information”, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- a. At the time of the loss, theft, accidental release or accidental publication, the “personally identifying information” or “personally sensitive information” need not be at the insured premises but must be in the direct care, custody or control of:
    - (1) You; or
    - (2) A professional entity with which you have a direct relationship and to which you (or an “affected individual” at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

- b. Personal data compromise includes disposal or abandonment of “personally identifying information” or “personally sensitive information” without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
  - c. Personal data compromise includes situations where there is a reasonable cause to suspect that such “personally identifying information” or “personally sensitive information” has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
  - d. All incidents of personal data compromise that are discovered at the same time or arise from the same cause will be considered one personal data compromise.
- 35. “Personally Identifying Information”**
- a. Personally identifying information means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an “affected individual” or “identity recovery insured”. This includes, but is not limited to, Social Security numbers or account numbers.
  - b. Personally identifying information does not mean or include information that is otherwise available to the public, such as names and addresses.
- 36. “Personally Sensitive Information”**
- a. Personally sensitive information means private information specific to an individual the release of which requires notification of “affected individuals” under any applicable law.
  - b. Personally sensitive information does not mean or include “personally identifying information”.
- 37. “Policy Period”** means the period commencing on the effective date shown in the Cyber Suite Supplemental Schedule. The policy period ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.
- 38. “Property Damage”** means
- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
  - b. Loss of use of tangible property that is not physically injured.
- 39. “Regulatory Proceeding”** means an investigation, demand or proceeding alleging a violation of law or regulation arising from a “personal data compromise” brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity.
- 40. “Settlement Costs”**
- a. Settlement costs means the following, when they arise from a “claim”:
    - (1) Damages, judgments or settlements; and
    - (2) Attorney’s fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
    - (3) Pre-judgment interest on that part of any judgment paid by us.

- b. Settlement costs does not mean or include:
  - (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
  - (2) Punitive and exemplary damages;
  - (3) The multiple portion of any multiplied damages;
  - (4) Taxes; or
  - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:
  - (1) Is where those fines, or penalties were awarded or imposed;
  - (2) Is where any “wrongful act” took place for which such fines, or penalties were awarded or imposed;
  - (3) Is where you are incorporated or you have your principal place of business; or
  - (4) Is where we are incorporated or have our principal place of business.

**41. “System Restoration Costs”**

- a. System restoration costs means the costs of an outside professional firm hired by you to do any of the following in order to restore your “computer system” to its pre-“computer attack” level of functionality:
  - (1) Replace or reinstall computer software programs;
  - (2) Remove any malicious code; and
  - (3) Configure or correct the configuration of your “computer system”.
- b. System restoration costs does not mean or include:
  - (1) Costs to increase the speed, capacity or utility of a “computer system” beyond what existed immediately prior to the “computer attack”;
  - (2) Labor costs of your employees or directors;
  - (3) Any costs in excess of the actual cash value of your “computer system”; or
  - (4) Costs to repair or replace hardware.

**42. “Termination of Coverage” means:**

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or

- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.
- 43. “Third Party Corporate Data”**
- a. Third party corporate data means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
  - b. Third party corporate data does not mean or include “personally identifying information” or “personally sensitive information”.
- 44. “Unauthorized Access Incident”** means the gaining of access to a “computer system” by:
- a. An unauthorized person or persons; or
  - b. An authorized person or persons for unauthorized purposes.
- 45. “Wrongful Act”**
- a. With respect to Data Compromise Liability, wrongful act means a “personal data compromise”.
  - b. With respect to Network Security Liability, wrongful act means a “network security incident”.
  - c. With respect to Electronic Media Liability, wrongful act means an “electronic media incident”.
- 46. “Wrongful Transfer Costs”** means the amount of “money” fraudulently obtained from you. Wrongful transfer costs include the direct financial loss only. Wrongful transfer costs do not include any of the following:
- a. Other expenses that arise from the “wrongful transfer event”;
  - b. Indirect loss, such as “bodily injury”, lost time, lost wages, identity recovery expenses or damaged reputation;
  - c. Any interest, time value or potential investment gain on the amount of financial loss; or
  - d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
- 47. “Wrongful Transfer Event”**
- a. Wrongful transfer event means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an “employee”, “executive” or “independent contractor” using email, facsimile or telephone communications to induce you or the financial institution to send or divert “money”. The deception must result in direct financial loss to you.
  - b. Wrongful transfer event does not mean or include any occurrence:
    - (1) In which you are threatened or coerced to send “money” or divert a payment; or



- (2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

## ENDORSEMENT # 10

This endorsement, effective 12:01 a.m., 11/23/2022 forms a part of

Policy No. TAG0154244 issued to Town Title Agency, LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

- I. Section **A. DEFINITIONS**, paragraph 7. **Insured, you** or **your**, subparagraph **f.** is replaced by the following:
  - f. the lawful spouse of an **Insured** solely by reason of (a) such spousal status, domestic partner status, civil union partner status or (b) such spouse's, domestic partner's or civil union partner's ownership interest in property or assets that are sought as recovery for such **claim**. Any sums for which such spouse, domestic partner or civil union partner becomes legally obligated to pay on account of such **claim** shall be deemed **damages**.
- II. Section **I. ADDITIONAL TERMS AND CONDITIONS**, paragraph 7. **Cancellation/Nonrenewal** is replaced by the following:
  7. **Cancellation/Nonrenewal**
    - a. The **Named Insured** or the **Company** can cancel this policy by notifying the other in writing.
    - b. If this policy:
      - (1) Is a new policy and has been in effect for less than sixty (60) days, the **Company** may cancel this policy by mailing or delivering written notice to the **Named Insured** and any other person entitled to notice under this policy at least:
        - (a) ten (10) days before the effective date of cancellation for:
          - (i) nonpayment of premium;
          - (ii) existence of a **moral hazard**. **Moral hazard** is defined as follows:
            - a) the risk, danger or probability that the Insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a **moral hazard**; and
            - b) The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a **moral hazard**.
        - (b) thirty (30) days before the effective date of cancellation for any other reason.

- (2) Has been in effect for sixty (60) days or more or is a renewal of a policy the **Company** issued, the **Company** may cancel this policy only for the following reasons:
- (a) nonpayment of premium;
  - (b) existence of a **moral hazard** as defined in 7.b.(1)(a)(ii) above;
  - (c) material misrepresentation or nondisclosure to the **Company** of a material fact at the time of acceptance of the risk;
  - (d) increased hazard or material change in the risk assumed which could not have been reasonably contemplated at the time of assumption of the risk;
  - (e) substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
  - (f) lack of cooperation from the **Insured** on loss control matters materially affecting insurability of the risk;
  - (g) fraudulent acts against the **Company** by the **Insured** or its representatives that materially affect the nature of the risk insured;
  - (h) loss of or reduction in available insurance capacity;
  - (i) material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal thereof;
  - (j) loss of or substantial changes in applicable reinsurance;
  - (k) failure by the **Insured** to comply with any Federal, State or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;
  - (l) Failure by the **Insured** to provide reasonable and necessary underwriting information to the **Company** upon written request therefore and a reasonable opportunity to respond;
  - (m) Agency termination, provided:
    - (i) the **Company** documents that replacement coverage at comparable rates and terms has been provided to the **Named Insured**, and the **Company** has informed the **Named Insured**, in writing, of his or her right to continue coverage with the **Company**; or
    - (ii) the **Company** has informed the **Named Insured**, in writing, of his or her right to continue coverage with the **Company** and the **Named Insured** has agreed, in writing, to the cancellation or nonrenewal based upon the termination of his or her appointed agent.
  - (n) any other reasons in accordance with **Company** guidelines for cancellation.

Under this paragraph, the **Company** may cancel this policy by mailing or delivering written notice to the **Named Insured** and any other person entitled to notice under this policy at least:

- (a) ten (10) days before the effective date of cancellation if the **Company** cancels for a reason stated in paragraphs (2)(a) or (2)(b); or
  - (b) thirty (30) days but not more than one hundred twenty (120) days before the effective date of cancellation for any other reason stated in this paragraph (2).
- c. The notice will be mailed or delivered to the **Named Insured** at the address shown in the Declarations and will include the specific reason for cancellation. Any notice for nonpayment of premium will include the amount due, the due date and clearly state the effect of nonpayment by the due date. No cancellation shall be effective if payment of the amount due is made prior to the effective date set forth in the notice.
  - d. The notice will state the date on which the cancellation will become effective. The effective date of cancellation will become the end of the **policy period**.
  - e. If this policy is cancelled, we will send the **Named Insured** any premium refund due. If this policy is canceled by the **Named Insured** the **Company** shall retain the customary short rate portion of the premium. If this policy is canceled by the **Company**, the **Company** shall retain the pro-rata portion of the premium.
  - f. The **Company** may nonrenew this policy by mailing or delivering to the **Named Insured** written notice, stating the specific reason for nonrenewal, at least thirty (30) days but no more than one hundred twenty (120) days before the expiration date of this policy.
  - g. If notice is mailed, it will be sent by:
    - (i) certified mail; or
    - (ii) first class mail, if at the time of mailing the **Company** obtains from the Post Office Department a date stamped proof of mailing showing the name and address of the **Named Insured**.
  - h. No notice of cancellation or nonrenewal is required if the **Named Insured** has replaced coverage elsewhere or has otherwise specifically requested termination.
  - i. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Named Insured**. The underwriting reasons or guidelines that the **Company** can use to cancel or nonrenew this policy are maintained by the **Company** in writing and will be furnished to the **Named Insured** and/or the **Named Insured's** lawful representation upon written request.

This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

All other terms and conditions of this policy remain unchanged.

## TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IMMEDIATELY IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AN EXTENDED CLAIM REPORTING PERIOD APPLIES. DEFENSE EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY.

### A. DEFINITIONS

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Whenever used in this policy, the term:

1. **Bodily Injury** means injury to the body, sickness or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock whether or not resulting from injury to the body, sickness, disease or death of any person.
2. **Claim** means a written demand received by the **Insured** for money, services, equitable relief or a request to toll or waive any applicable statute of limitations arising out of an actual or alleged act or omission including **personal injury** in the performance of **professional services**. A **claim** also includes a notice of intent letter to seek recovery under an agency agreement.
3. **Company** means the insurance company named in the Declarations.
4. **Damages** mean a monetary judgment or monetary award which the **Insured** is legally obligated to pay, including: statutory damages; punitive, multiplied or exemplary damages, where insurable by law; or pre-judgment and post-judgment interest. **Damages** also means a monetary settlement to which the **Company** agrees on an **Insured's** behalf. However, **damages** do not include:
  - a. taxes, fines, penalties, forfeitures or court-imposed monetary sanctions;
  - b. the return, restitution, reduction, compromise or refund of commissions, fees, premiums, charges, gratuities or other compensation paid to an **Insured**;
  - c. the cost to correct, complete or re-perform any **professional services**;
  - d. the cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including services or injunctive relief;
  - e. any amounts uninsurable as a matter of law or public policy;
  - f. any amount related to a **disciplinary action**; or
  - g. the loss of or unauthorized removal of funds from any **Insured's** account.
5. **Defense expenses** mean:
  - a. reasonable and necessary fees charged and expenses incurred by attorneys designated by the **Company** to represent the **Insured**;

- b. all other reasonable and necessary fees, costs and expenses incurred at the **Company's** request;
- c. premiums on appeal bonds, attachment bonds or similar bonds however, the **Company** is not obligated to apply for or furnish such bonds.

**Defense expenses** do not include salaries, compensation or overhead paid or incurred by the **Company** or by the **Insured**.

6. **Disciplinary action** means an action brought against the **Insured** by any regulatory agency, disciplinary board, peer review committee or similar entity alleging misconduct in providing **professional services**.

**Disciplinary action** does not include criminal investigations or charges.

7. **Insured, you or your** means:

- a. the **Named Insured**;
- b. any **subsidiary**, but only for **claims** arising from **professional services** rendered in the course and scope of its duties on behalf of the **Named Insured**;
- c. any past or present partner, principal, shareholder, officer, director, member, employee or independent contractor who are natural persons, leased employee of the **Named Insured** or a **subsidiary**, but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured**;
- d. the representatives of the estate of a deceased **Insured** but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured** or a **subsidiary**;
- e. the guardian, trustee or other fiduciary of a bankrupt **Insured** or an **Insured** who has been judicially declared incompetent, but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured** or a **subsidiary**; and
- f. the lawful spouse of an **Insured** solely by reason of (a) such spousal status, domestic partner status or (b) such spouse's or domestic partner's ownership interest in property or assets that are sought as recovery for such **claim**. Any sums for which such spouse or domestic partner becomes legally obligated to pay on account of such **claim** shall be deemed **damages**.

8. **Named Insured** means the person or entity designated in the Declarations as **Named Insured**.

9. **Personal injury** means malicious prosecution; abuse of process; defamation; false arrest, detention or imprisonment; wrongful eviction; and libel, slander or violation of a person's right of privacy.

10. **Policy period** means the period from the effective date and time of this policy to the policy expiration date and time as set forth in the Declarations, unless the policy is terminated earlier, in which event the **policy period** shall end on the date, and time, of such earlier termination.

11. **Professional Services** means those services **you**, or any person or entity for whom **you** are legally liable, perform for a client in **your** capacity as a Title Agent, Title Abstractor, Closing Agent, Escrow Agent, and/or Notary Public.

12. **Retroactive Date** shown in the Declarations is the first date which will be considered for coverage under this policy for any act or omission in the performance of **professional services**.

**13. Subsidiary** means any entity, other than a joint venture, which the **Named Insured** maintains a majority interest. Any entity that becomes a **subsidiary** during the **policy period** and whose annual gross revenue exceeds fifteen percent (15%) of the **Named Insured's** gross revenue listed in the application for this policy will be considered an **Insured** only after notice to the **Company** within sixty (60) days of such transaction and any adjustment to the premium or terms and conditions have been agreed by the **Named Insured** and endorsed by the **Company**.

**14. Wrongful Employment Practices** mean:

- a. wrongful dismissal of discharge or termination of employment, whether actual or constructive;
- b. employment-related misrepresentation;
- c. violation of any federal, state or local laws, whether based in common law or statutory law, concerning employment or discrimination in employment;
- d. sexual harassment or other unlawful workplace harassment;
- e. wrongful deprivation of a career opportunity or failure to employ or promote;
- f. wrongful discipline of employees;
- g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
- h. negligent evaluation of employees;
- i. failure to adopt adequate workplace or employment policies and procedures;
- j. employment-related libel, slander, defamation; or invasion of privacy;
- k. employment-related negligent infliction of emotional distress; or
- l. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights related to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

## **B. WHAT IS COVERED**

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Subject to all terms and conditions of this policy, the **Company** will pay on the **Insured's** behalf **damages** and **defense expenses** arising out of a **claim** first made against the **Insured** during the **policy period**, and reported to the **Company** in writing during the **policy period**, by reason of an actual or alleged negligent act or omission or **personal injury**, in the performance of **professional services** that are alleged to have occurred on or after the **retroactive date** of this policy.

## **C. SUPPLEMENTARY PAYMENTS**

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### **1. Defense of Disciplinary Actions**

The **Company** will pay up to \$25,000 per **policy period** for the defense of **disciplinary actions** first made against the **Insured** and reported to the **Company** during the **policy period**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## 2. Subpoena Expenses

The **Company** will pay up to \$7,500 per **policy period** for expenses incurred in assisting the **Insured** in responding to a subpoena which is received and reported in writing to the **Company** during the **policy period** and relates to **professional services**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## 3. Other Payments

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred for attendance at trial, court-ordered hearings, depositions, arbitration or mediation at the **Company's** request. The **Company** will pay actual expenses incurred but limited to \$500 per day, \$7,500 per **claim** and up to \$25,000 per **policy period**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## D. DEFENSE AND SETTLEMENT

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The **Company** will have the right and duty to defend all covered **claims** against an **Insured**. While the **Company** may seek the **Insured's** input in selecting defense counsel, the **Company** retains the right to make that selection.

The **Company's** obligation to defend and/or pay any **damages** or **defense expenses** will cease when the Limits of Liability have been exhausted.

The **Company** will not settle any **claim** without the **Insured's** consent. If the **Insured** refuses to consent to a settlement recommended by the **Company** within a reasonable time or if the **Insured** elects to contest the **claim** or continue legal proceedings, the **Company's** liability for the **claim**, including ongoing **defense expenses**, will not exceed the settlement demand the **Company** was willing to pay, but for the **Insured's** refusal to consent.

## E. LIMITS OF LIABILITY

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1. For each **claim**, the limit shown in the Declarations as per **claim** is the maximum amount the **Company** is obligated to pay for the combined total of all covered **damages** and **defense expenses** arising out of each **claim** first made during the **policy period**.
2. Subject to the per **claim** limitation above, the limit shown in the Declarations as Aggregate is the maximum amount the **Company** is obligated to pay for the combined total of all **damages** and **defense expenses** arising out of any and all **claims** first made during the **policy period**.
3. Payment of **defense expenses** as well as **damages** reduce and may exhaust the Limits of Liability.

## F. DEDUCTIBLE

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The **Named Insured** is obligated to pay all **defense expenses** and **damages** up to the amount of the Deductible shown in the Declarations. The Deductible shall be payable as **defense expenses** are incurred or as **damages** are paid. Payment of the Deductible, or portions thereof, shall be made by the **Named Insured** within thirty (30) days of **our** request for payment.



## G. EARLY CLAIM RESOLUTION INCENTIVE

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If the **Company** resolves a **claim** as reflected in a settlement agreement, order, dismissal or judgment, within one (1) year following the date that the **claim** is reported in writing to the **Company**, the **Named Insured** will be reimbursed or credited up to fifty percent (50%) of the Deductible they have paid for that **claim**. The maximum reimbursement or credit is \$25,000 per **policy period**.

## H. EXCLUSIONS

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This insurance does not apply to any **claim**:

1. based on or arising out of acts or omissions that occurred or are alleged to have occurred prior to the effective date of this policy, if, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Company** to which this policy is a continuous renewal or replacement, any **Insured** knew or had a reasonable basis to believe either that a professional duty had been breached or that a **claim** might be made.
2. based on or arising out of actual or alleged violation of:
  - a. the Employee Retirement Income Security Act of 1974;
  - b. the Securities Act of 1933;
  - c. the Securities Exchange Act of 1934;
  - d. any state Blue Sky or securities law;
  - e. the Crime Control Act of 1970 (also known as the Racketeer Influenced and Corrupt Practices Act or RICO);
  - f. anti-trust law violation or any agreement, conspiracy to restrain trade or unfair trade practice;or any rules, regulations or amendments in relation to such acts, or any similar state, federal or foreign statutes or regulations, including any **claim** based upon common law principles of liability pertaining to the same subject matter as the above-mentioned acts, laws or regulations.
3. for actual or alleged **bodily injury**.
4. for the actual or alleged destruction, diminution in value or loss of use of tangible property.
5. based on or arising out of, or made by or against any business enterprise not named in the Declarations:
  - a. which any **Insured** controlled or in which any **Insured** maintained a pecuniary interest at the time of the act, or omission giving rise to the **claim**; or
  - b. which arises out of any **Insured's** acts or omissions in an **Insured's** capacity as an officer, director, partner or employee of such enterprise;

For the purposes of this Exclusion, a pecuniary interest will be deemed to exist in any enterprise in which the **Insureds**, individually or collectively, maintain fifteen percent (15%) or more of the equity, debt or other instruments of ownership or control in such enterprise.

6. by or on behalf of an **Insured** against another **Insured**.
7. based on or arising out of the actual or alleged gaining of any profit or advantage to which the **Insured** is not legally entitled.
8. based on or arising out of alleged criminal, intentionally wrongful, fraudulent or malicious acts or omissions. However, this exclusion shall not apply to **defense expenses** or the **Company's** duty to defend a **claim** unless and until there is an admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **defense expense** incurred.

Additionally, this exclusion will not apply to any **Insured** who:

- a. did not participate or acquiesce in such act, error or omission;
  - b. had no knowledge of or reason to suspect such act, error or omission; and
  - c. immediately notified the **Company** in writing after obtaining knowledge of such act, error or omission.
9. based on or arising out of any discrimination, humiliation, harassment, or misconduct including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference.
  10. based on or arising out of or related to any actual or alleged misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right.
  11. for the liability which the **Insured** assumed under any contract, agreement, promise, guarantee or warranty, whether written or oral, and whether express or implied, unless the **Insured** would have been legally liable in the absence of such contract, agreement, promise, guarantee or warranty.
  12. based on or arising out of actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time. This includes any loss, cost or expense arising out of any requested, demanded, ordered or voluntary, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of a pollutant. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, waste, mold, fungi, bacteria, and asbestos, in any form. Waste includes materials to be recycled, reconditioned or reclaimed.
  13. based on or arising out of any **wrongful employment practice**.
  14. based on or arising out of:
    - a. the commingling, improper use, theft, stealing, conversion, embezzlement or misappropriation of funds or accounts;
    - b. sums received by any **Insured** or credited to any **Insured's** account; or
    - c. fees, premium, taxes, **claims**, commissions or brokerage monies.
  15. based on, arising out of, or attributable to the **Insured's** performance of or failure to perform services as a lawyer or certified public accountant.

16. based on or arising out of any loan made by the **Insured**, of the servicing of any loan by the **Insured**.
17. based on or arising out of a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization, whether direct or indirect, in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account.
18. based on or arising out of the intentional or willful breach or disregard of any oral or written underwriting or binding authority.
19. based on or arising out of any defect in title not disclosed within public records of which any **Insured** had actual or constructive knowledge of at the date of issuance of insurance of such title.
20. based on or arising out of any oil, gas, mineral, precious metals or timber related title work or property interests.
21. based on or arising out of the insolvency or bankruptcy of the **Named Insured** or any **subsidiary** or of any person with any equity or ownership interest in the **Named Insured** or any **subsidiary**.
22. based on or arising out of a notarized certification or acknowledgment of a signature without the physical appearance of the person, who is or claims to be the person signing said instrument, at the time of the notarization before the **Insured**.
23. based on or arising out of the intentional or willful failure to follow any escrow or closing instructions, or out of the intentional or wilful disregard of any escrow or closing instructions.

## **I. ADDITIONAL TERMS AND CONDITIONS**

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### **1. Reporting Requirements and Cooperation**

- a. If any **Insured** becomes aware of a **claim** the **Insured** must
  - (1) advise the **Company** as soon as practicable in writing, giving the **Company** all details including the specific act or omission; the injury or damage which has or may result from such act or omission; the circumstances by which the **Insured** first became aware of the act or omission; and, the names, addresses and telephone numbers of all persons who may have knowledge or relevant information;
  - (2) preserve all documents and other evidence relating to the **claim**;
  - (3) send the **Company** documents relating to the **claim** when requested;
  - (4) cooperate with the **Company** and defense counsel in the investigation, defense and settlement of a **claim** and enforcement of contribution or indemnification actions against others;
  - (5) attend hearings, depositions, and trials if requested; and
  - (6) not admit liability, make any offer of settlement or payments, incur any expense; or assume any obligation arising out of or in any way connected with a **claim** without the **Company's** prior written consent.

b. If, during the **policy period**, any **Insured** becomes aware of an act or omission or **personal injury** in the performance of **professional services** that reasonably may be expected to give rise to a **claim**, the **Insured** must as soon as practicable report to the **Company** in writing

(1) such specific act or omission and the identity of each person and entity responsible for such act or omission;

(2) the date on which such act or omission took place;

(3) the injury which has or may result from such act or omission and the identity of each person and entity subject to such injury; and

(4) the circumstances by which the **Insured** first became aware of such act or omission

Any **claim** subsequently made arising out of such specific act or omission shall be deemed to have been first made at the time such written notice advising of the act or omission or **personal injury** was received by the **Company**.

## 2. Claim Reporting Grace Period

If a **claim** is first made against any **Insured** during the **policy period**, the **Insured** may report it to the **Company** in writing up to and including sixty (60) days following the cancellation, nonrenewal or natural expiration of this policy and the **Company** will consider it for coverage as if the **Insured** had reported it in writing to the **Company** within the **policy period**, provided the **Insured** is in compliance with all the terms and conditions of this policy, including payment of all premiums and Deductibles.

## 3. Multiple Claims

Two or more **claims** arising out of the same or related facts, circumstances, situations, transactions or events, or arising out of the same or related acts or omissions, will be considered a single **claim** first made on the earliest of the date that:

a. the first such **claim** was made, regardless of whether such date is before or during the **policy period**;  
or

b. any of the acts or omissions alleged in such **claim(s)** was first reported under this or any prior policy of insurance, regardless of whether such policy was issued by the **Company**.

## 4. Other Insurance

Such insurance as is provided by this policy shall be excess of any other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess and so evidenced by reference to this policy number.

## 5. Representations

The **Insured** understands and acknowledges that the decision to issue this policy was based upon the information provided in the application, including any supplements, attachments and replies to underwriter's inquiries. The **Insured** represents and warrants that all such information is true, accurate and complete. All applications, attachments, information and materials are deemed attached to and incorporated into this policy.

## 6. Extended Claim Reporting Option

If the **Insured** or the **Company** cancels or does not renew this policy, the **Named Insured** shall have the option to purchase an Extended Claim Reporting Endorsement (ERP), extending the period of time during which **claims** may be reported but only with respect to **claims** arising out of **professional services** rendered prior to the end of the **policy period** and otherwise covered by this policy.

The **Named Insured** may purchase such ERP only if:

- a. prior to the end of the **policy period**, the **Named Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due;
- b. the **Named Insured** agrees that the additional premium paid for the ERP is nonrefundable;
- c. the **Named Insured** made no material misrepresentation in the application, any supplements, attachments or replies to underwriter's inquiries; and
- d. the **Named Insured** exercises this option and pays the additional premium within sixty (60) days following the end of the **policy period**.

The additional premium for an ERP shall be: (a) one hundred twenty-five percent (125%) of the annual premium for a one (1) year ERP; (b) one hundred fifty percent (150%) of the annual premium for a two (2) year ERP; (c) two hundred percent (200%) of the annual premium for a three (3) year ERP; (d) two hundred twelve percent (212%) of the annual premium for a four (4) year ERP; (e) two hundred twenty-five percent (225%) of the annual premium for a five (5) year ERP; and (f) two hundred fifty percent (250%) of the annual premium for a six (6) year ERP.

The ERP shall be part of and not in addition to the Limit of Liability for this policy. The ERP shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **policy period** and the ERP combined.

## 7. Cancellation/Nonrenewal

The **Named Insured** or the **Company** can cancel this policy by notifying the other in writing.

If the **Company** cancels or nonrenews this policy, a written notice of cancellation or nonrenewal will be sent to the **Named Insured** at the address shown in the Declarations. The notice will state the date on which the cancellation or nonrenewal will become effective. The effective date of cancellation or nonrenewal will be not less than sixty (60) days after notice is mailed to the **Named Insured** unless cancellation is for nonpayment of premium in which case the effective date of cancellation will be not be less than ten (10) days after notice is mailed. The effective date of cancellation or nonrenewal as stated therein will become the end of the **policy period** and return premium will be calculated on a pro rata basis.

If the **Named Insured** cancels, the return premium will be calculated at the industry standard short rate.

## 8. Non-Waiver

The **Company's** failure to enforce any terms, provisions or conditions, or the **Company's** failure to exercise any right or privilege, shall not operate or be construed as a waiver of any other terms, provisions, conditions, rights or privileges.

## 9. Named Insured as Sole Agent

The first **Named Insured** in Item 1. in the Declarations is the sole agent and will act on behalf of all of **Insureds**.

## 10. Changes in Control

If, during the **policy period**, any of the following events occur:

- a. the acquisition of any **Named Insured**, or all or substantially all of its assets, by another entity or the merger or consolidation of any **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
- b. the appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to any **Named Insured**;

this policy will continue in full force and effect with respect to **Claims** arising out of **professional services** rendered before such event. **Claims** arising out of **professional services** rendered after such event will not be considered for coverage.

After either such event, this policy may not be canceled and the entire premium will be deemed fully earned.

## 11. Assignment

The **Insured's** interests under this policy may not be assigned without the **Company's** written consent.

## 12. Territory

This policy applies to **claims** arising from **professional services** rendered worldwide, provided that the suit is brought or **claim** is made within the United States, its territories, its possessions, or in Canada.

This policy shall not apply to any **claim** arising from **professional services** which are in violation of the laws of the United States, including, but not limited to, U.S. economic or trade sanctions or export control laws administered by the U. S. Treasury, State Department or Commerce Department.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Greenwich Insurance Company</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) <b>E</b> <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>Seaview House, 70 Seaview Avenue</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Stamford, CT 06902</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
9 5 - 1 4 7 9 0 9 5	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>John Caprin</i>	Date ▶ <i>1/08/2015</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## RPS Specialty Market Policy Notices for the Policy Holder and Retail Producer

This form is NOT a part of the policy and does NOT amend policy wording, but is designed to be delivered when the policy is provided to the Policy Holder. When using "you" or "your" the form is addressing the Policy Holder; when using "Producer" it refers to the Retail Producing Entity and/or their production person; RPS is used for Risk Placement Services, Inc.

**Assignment:** This Policy or Certificate may not be assigned to another entity without the written consent of the Insurer. The policy wording should be reviewed carefully for this provision before any assignment attempt is made.

**Audits:** If your insurance policy includes general liability, product liability and/or completed operations liability, your policy is subject to an audit on a Minimum and Deposit basis. Liability premiums are often calculated using estimated exposures for a future period of time, for example gross annual sales, payroll and subcontractor costs. At the end of your policy period, the company may audit the actual exposures for your policy period. If the exposures are higher than estimated, additional premium will be due. If the exposures are lower than estimated, and the premium already paid is a Minimum and Deposit premium then no premium adjustment will be made, and no return premium will be issued. The Producer should review any Audit Condition from the policy with you. The Producer is responsible for collecting any audit premiums due within 20 days of the billing, unless otherwise noted.

**Binding Coverage:** Coverage can only be bound after a written request is received and acknowledged by RPS.

**Cancellation:** The policy has specific cancellation provisions that should be reviewed, and may be subject to special endorsements based on the State regulations. Flat cancellations are not allowed. In order to cancel you need to make written request in advance of the requested date. The policy also contains provisions that establish minimum earned premiums, minimum and deposit premiums or fully earned premiums. Cancellation for non-payment of premium, including failure to pay outside financing, is generally considered to be at the request of the Insured and therefore subject to financial penalties as described in the policy. If a Notice of Cancellation is sent for non-payment, there may be a Service Fee (not a premium) required to effect a rescission of the Notice. The amount of the fee will typically be shown on the Notice, and must be paid by the party requesting the rescission. The policy may not continue if the Service Fee is not paid.

**Certificates of Insurance:** You may request Certificates of Insurance from the Producer that placed your insurance policy. Such Certificates cannot contain wording contrary to the Policy Coverage as provided. Additional Insureds, often requested with Certificates of Insurance, generally require an Additional Premium, and can only be added after the Insurer knows of the insurable interest and accepts the entity as being added to the policy. Producers can access the RPS website to obtain many Certificates or make special coverage change requests via endorsement as needed to satisfy certain Certificate Holders, keeping in mind such additional coverages may require additional premium charges.

**Claims Reporting:** Report all claims as soon as possible. The policy will define what constitutes a claim. The policy contains specific address, phone, or website information as to where and how to report a claim. Most Insurers maintain 24/7 service of such numbers. Your Producer may also assist you with filing a claim, and they have access to the **RPS website <https://my.rpsins.com/claimsfnol>** and/or **RPS claim reporting toll free number 1-844-777-8323** to do so, however, you should review the claim reporting provision of the policy. If your policy is a "claims-made" policy, it is essential to understand what constitutes a claim from the language in the policy, and also know that all claims must be reported to the insurer as soon as possible. Both the policy and your broker can instruct you how and where to submit a claim. If a claim is reported after the time period specified in the policy, the insurer may deny coverage. Do not offer to compromise or settle any claim or demand without the insurer's prior agreement, or you will risk losing coverage.

**Coverage:** This policy may not be as broad in scope as the policy it replaces nor as the coverage requested. This policy was issued to reflect the coverage as quoted by RPS to your Producer. Your Producer should review the entire contract of insurance with you.

**Endorsements:** Additional coverage, changes or revisions are subject to acceptance of the Insurer and must be endorsed to the policy. The Producer has no authority to endorse or change the policy, but should submit in writing the requested changes to RPS who will work with the Insurer to effect endorsement's acceptability to the Insurer. Coverage is not in force until confirmed by RPS.





Errors & Omissions

## Be prepared for data breach with eRiskHub® risk management tool

Take advantage of this important part of your AXA XL cyber coverage!

### Data breach can take you by surprise

If your organization experiences a data breach would you be prepared? As we all know from the news even very large companies aren't always ready to respond. Yet when a breach event occurs, time is of the essence.

Most states now require the responsible business to promptly notify every individual affected by a data breach. Beyond those legal requirements and their costs, how you respond to a data breach can mean the difference between preserving your client's trust or losing it.

When suddenly confronted with a data breach many companies make mistakes that can significantly increase their cost of responding and put their reputation at risk.

Now you can develop an effective data breach response plan in advance of a crisis that can help you to be prepared and protect your client relationships and business reputation.

### Immediate access to risk management tools

As part of our Data Compromise coverage we offer an online data breach portal that equips you with a risk management tool to help you plan and be prepared should a breach happen to your company. There's no cost; it's a complimentary service for our Data Compromise insureds.

It's called eRiskHub® and it's designed to help you to better understand your risks and establish a response plan so you can manage the costs and minimize the effects of a data breach should one occur.

### Key features of the eRiskHub® portal

- **Incident Response Plan Roadmap**—includes suggested steps to take following a network or data breach incident.
- **Online Training Modules**—ready-to-use training for business owners on privacy best practices and Red Flag Rules.
- **Risk Management Tools**—assists you in managing your cyber risk including a self- assessment and state breach notification laws.
- **News Center**—cyber risk stories, security and compliance blogs, security news, risk management events and helpful industry links.
- **Learning Center**—best-practices articles, white papers and webinars from leading technical and legal practitioners.
- **eRisk Resources**—a directory to quickly find external resources with expertise in pre- and post-breach disciplines.

When suddenly confronted with a data breach many companies make mistakes that can significantly increase their cost of responding and put their reputation at risk.

## Register now

To access the eRiskHub® portal you need to register and set up your unique User ID and Password. It's easy, just follow these steps:

1. Enter <https://eriskhub.com/axaxl> in your browser.
2. Complete the information in the center of the page, including your name and company. Please note that your user ID and password are case-sensitive.
3. Enter your assigned access code: 12116-105
4. Enter the challenge word on the screen, and click "Submit."
5. Access the "Terms of Use" on the next screen and click "Submit."
6. You will get a "Registration Complete" message on the next screen. You can now login to the portal.



**Contact your representative today for more information about Cyber Suite.**



[rpsins.com/signatureprograms](https://rpsins.com/signatureprograms)

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**Fees:** Unless otherwise noted, all Fees are fully earned at the time of placement of this insurance and are not subject to pro-rata return if the policy is cancelled.

**Financing:** Any premium financing is a contractual relationship between the Premium Finance Company (PFC) and the Borrower. The Insurer, Agents, nor Brokers are parties to the Finance Agreement, and policy wording will not be amended to any contractual provisions therein. All such contracts must be set up showing the Insurer's Name c/o Risk Placement Services, Inc., using the RPS branch address where the policy was placed. Once financed, it is the duty of the Producer to inform the PFC of any changes to the contract, additional or return premiums, and cancellation of the policy.

**Forms Signed & Returned:** The policy may have been delivered with forms that require the signature of the Named Insured. Such forms should be signed and returned to the Producer immediately, so they can in turn provide them to RPS, who will post them to the Insurer files.

**Inspections:** To keep coverage in force, an inspection may be required, and provisions for this are in the policy. Producer should review with the Policy Holder the need to arrange site appointments with inspectors, who may be vendors.

**Minimum Earned Premium:** This quotation/policy may include a Minimum Earned Premium provision, expressed as a percentage and/or dollar amount. This means that if the insurance policy is cancelled by you for any reason, the company will retain no less than the Minimum Earned Premium.

*Example: The policy premium is \$1,000 and the Minimum Earned Premium is 25%. The policy is an annual policy and is cancelled after 2 days of being in force. The company would retain at least 25% of the premium ( $\$1,000 \times 25\% = \$250$  and return no more than \$750.*

**Producer Not Agent:** The Producer is a representative of the Policy Holder / Named Insured, and as such does not act as an Agent of the Insurer nor of RPS.

**Transportation Policies:** Report all newly hired drivers as soon as possible. Report all newly acquired vehicles prior to putting them in service and/or on the road.