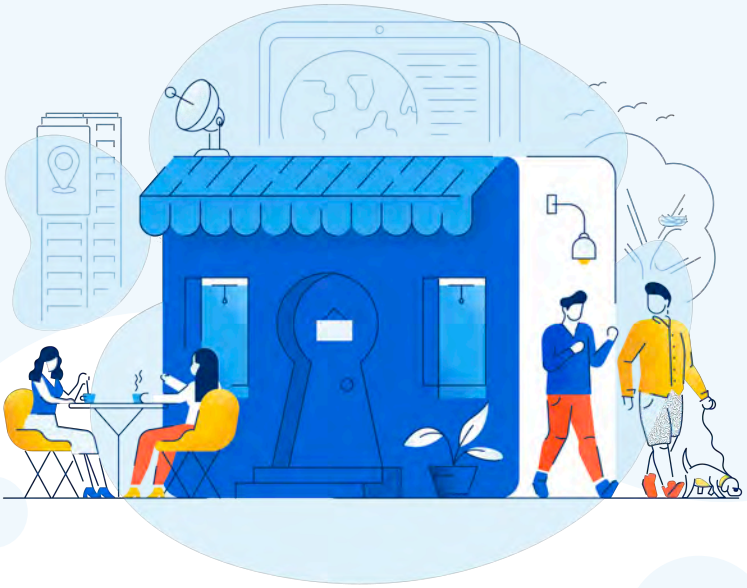
Coalition®

coalitioninc.ca

Cybersecurity & insurance to keep your business safe

Coalition is the best way for a company to manage cyber risk. We provide comprehensive insurance coverage, free cybersecurity tools to monitor and protect your business, and 24/7 expert incident response to help you quickly respond to a cyber incident.



Hackers are smart, breaches are common, accidents happen. You need the most comprehensive protection. That's Coalition.

State-of-the-art cybersecurity

Our cybersecurity platform includes 24/7 security monitoring, automated security alerts, employee training, and access to security experts to prevent cyber incidents before they occur

+

Best-in-class cyber insurance

We protect the value of your entire business including financial, intangible, and tangible damage with up to $20M of the most comprehensive cyber insurance

The most innovative and comprehensive coverage available

Coalition covers more of the financial, tangible, and intangible exposures your business faces as than any other insurance company.

Ransomware

A hacker has encrypted all of your files and won't unlock them until you pay a ransom. Not to worry, we'll cover the costs to restore your data and get you up and running again.

Wire Fraud & Social Engineering

A funds transfer request is sent to your controller by someone pretending to be your CEO. The funds may be out the door, but at least you're not out of pocket — we've got you covered.

Phishing and Data Breaches

A hacker gains access to an employee's email or breaches your network. We'll cover costs to fix the problem and breach related expenses such as credit monitoring and regulatory penalties.

Insurance products underwritten by Coalition Insurance Solutions Canada Inc. Insurance policies are issued and backed by the financial security of Westport Insurance Corporation, a member of Swiss Re Corporate Solutions, and Arch Insurance Canada Ltd. Insurance products are available only through licensed brokers.

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Don’t just protect your network, protect your business

We offer a full suite of security apps including 24/7 security monitoring, automated threat and intelligence alerts, DDoS mitigation, security benchmarking, ransomware protection, employee training, patch reminders, and more — included with each policy at no additional cost.

> *“I never thought I’d say I was passionate about an insurance platform, but what you guys have built is exceptional.”*
>
> — VERIFIED COALITION POLICYHOLDER

We’re here for you when you need us most

Incidents happen, which is why you have insurance in the first place. Coalition is the only insurance firm with a dedicated 24/7 incident response and claims team to help you quickly respond to an incident. Join thousands of other organizations who rely on Coalition to provide emergency first response.

The capabilities of Coalition. The financial backing of Swiss Re Corporate Solutions Ltd and Arch Insurance Group.

Coalition is the fastest growing provider of cyber insurance in Canada. Coalition’s products are offered with the financial security of Swiss Re Corporate Solutions Ltd (A.M. Best A+ rating) and Arch Insurance Canada Ltd. (A.M. Best A+ rating).*

Swiss Re Corporate Solutions

Arch

Ready to protect your business?

To learn more visit www.coalitioninc.ca

* Consult your quote or policy for specific carrier information.

Coalition, Inc. · **1160 Battery Street, Suite 350, San Francisco, CA 94111** · **help@coalitioninc.ca**

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Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

COALITION CYBER AND TECHNOLOGY POLICY 2.0

POLICY DECLARATIONS

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Filing Policy No.: C-4MON-087662-CYBER-2022
Renewal of: C-4MON-087662-CYBER-2021

Item 1. **Named Insured** Sonoma Pines Homeowners Management Ltd.

Address Sonoma Pines Drive
Westbank, BC V4T 3B8

Item 2. **Policy Period** From: August 26, 2022
To: August 26, 2023
Both dates at 12:01 AM at the address stated in Item 1.

Item 3. **Policy Premium**

Policy Premium	**$1,292.00**
Policy Fee	$100.00
Total	**$1,392.00**

Item 4.

Aggregate Policy Limit of Liability	$1,000,000
Per Event Limit of Liability	$1,000,000
Aggregate Retention	$18,750

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Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.

THIRD PARTY LIABILITY COVERAGES

	Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
	THIRD PARTY SECURITY AND PRIVACY		
A.	NETWORK AND INFORMATION SECURITY LIABILITY	$1,000,000	$2,500
B.	REGULATORY DEFENCE AND PENALTIES	$1,000,000	$2,500
C.	PCI FINES AND ASSESSMENTS	$1,000,000	$2,500
D.	FUNDS TRANSFER LIABILITY	$1,000,000	$2,500
	TECHNOLOGY AND MEDIA PROFESSIONAL		
E.	TECHNOLOGY ERRORS AND OMISSIONS	N/A	N/A
F.	MULTIMEDIA CONTENT LIABILITY	$1,000,000	$2,500

FIRST PARTY COVERAGES

	Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
	EVENT RESPONSE		
G.	BREACH RESPONSE SERVICES Limit is separate from and in addition to the Aggregate Policy Limit of Liability	$1,000,000	$0
H.	BREACH RESPONSE COSTS Limit is separate from and in addition to the Aggregate Policy Limit of Liability	$1,000,000	$2,500
I.	CRISIS MANAGEMENT AND PUBLIC RELATIONS	$1,000,000	$2,500
J.	RANSOMWARE AND CYBER EXTORTION	$1,000,000	$2,500
K.	DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	$1,000,000	$2,500 i. Waiting period: 8 hours ii. Enhanced waiting period: 1 hour
L.	PROOF OF LOSS PREPARATION EXPENSES	$50,000	$2,500
M.	DIGITAL ASSET RESTORATION	$1,000,000	$2,500
N.	COMPUTER REPLACEMENT AND BRICKING	$1,000,000	$2,500
O.	REPUTATIONAL HARM LOSS	$1,000,000	Reputation waiting period: 14 days
P.	COURT ATTENDANCE	i. Per day/per person limit: $250 ii. Limit: $50,000	
Q.	CRIMINAL REWARD	$50,000	$0
	CYBER CRIME		
R.	FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	$250,000	$12,500
S.	SERVICE FRAUD INCLUDING CRYPTOJACKING	$100,000	$2,500
T.	PHISHING	$50,000	$2,500
U.	INVOICE MANIPULATION	$250,000	$2,500

Item 6. Pre-Claim Assistance $320

Item 7. Professional Services

Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

Item 8. Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Westport Insurance Corporation	CYP1029246-01	70.0%	$700,000	$904.40
Arch Insurance Canada Ltd.	CYP1029246-01	30.0%	$300,000	$387.60

The obligations of each Insurer in this Item 8. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 9. Notification of incidents, claims, or potential claims

By Email
Attn: Coalition Claims
claims@coalitioninc.ca

By Phone
1.833.866.1337

By Mail
Attn: Coalition Claims
1160 Battery Street, Suite 350
San Francisco, CA 94111

Item 10. Retroactive Date

Full prior acts coverage

Item 11. Continuity Date

August 26, 2021

Item 12. Optional Extended Reporting Period

Additional premium: N/A
Extended period: N/A

Item 13. Choice of Law

BC

Item 14. Breach Response Services Advisors

Coalition, Inc.

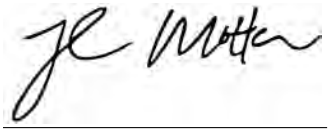
Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

Item 15. **Endorsements and Forms Effective at Inception**

DECLARATIONS	CYBCAN 0009 0420
COALITION CYBER POLICY	CYBCAN 0001 0320
SERVICE OF SUIT ENDORSEMENT	CYBCAN 0005 0420
REPUTATION REPAIR ENDORSEMENT	CYBS 0005 0420
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	CYBCAN 0011 0520
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	CYBCAN 0010 0520
QUOTA SHARE ENDORSEMENT	CYBS 0021 0221
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION	CYBS 0001 0420
$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	CYBCAN 0024 0121

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER AND TECHNOLOGY ERRORS & OMISSIONS POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.



Authorized Representative

August 04, 2022
Date

Coalition Insurance Solutions Canada Inc.

Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

In Witness Whereof, *the issuing company has caused this policy to be signed officially below.*

Katie McGrath
President

Elissa B. Kenny
Secretary

Westport Insurance Corporation
Canada Branch

For the purpose of the Insurance Companies Act (Canada), this Document and all its enclosures were issued in the course of Westport Insurance Corporation's insurance business in Canada.

Chief Agent, Canada

Westport Insurance Corporation – Canadian Branch

Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

IN WITNESS WHEREOF, Arch Insurance Canada Ltd. has caused this policy to be executed and attested.

Gale Lockbaum
President

Will Willace
Secretary

COALITION CYBER AND TECHNOLOGY POLICY 2.0

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.

SECTION I

INTRODUCTION

This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements.

The insurance provided under this Policy for **claims** made against **you** is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** and reported to **us** in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED, or during any applicable Optional Extended Reporting Period. **Claim expenses** reduce the applicable Limits of Liability and are subject to retentions.

Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that:

1. The **claim** is made against **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period;
2. The **event** first took place after the **retroactive date** and before the end of the **policy period**; and
3. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.

THIRD PARTY LIABILITY COVERAGES

THIRD PARTY SECURITY AND PRIVACY

A. NETWORK AND INFORMATION SECURITY LIABILITY

We will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure**, **data breach**, or **privacy liability**.

B. REGULATORY DEFENCE AND PENALTIES

We will pay on **your** behalf **claim expenses** and **regulatory penalties** that **you** become legally obligated to pay resulting from a **claim** against **you** in the form of a **regulatory proceeding**.

C.	PCI FINES AND ASSESSMENTS	**We** will pay on **your** behalf **PCI fines and assessments** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure** or **data breach** compromising payment card data.
D.	FUNDS TRANSFER LIABILITY	**We** will pay on **your** behalf **claim expenses** and **funds transfer liability loss** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **funds transfer liability**.
		TECHNOLOGY AND MEDIA PROFESSIONAL
E.	TECHNOLOGY ERRORS AND OMISSIONS	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **technology and professional services wrongful act**.
F.	MULTIMEDIA CONTENT LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **multimedia wrongful act**.
FIRST PARTY COVERAGES		
		EVENT RESPONSE
G.	BREACH RESPONSE SERVICES	**We** will pay on **your** behalf **breach response services** resulting from an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **phishing attack**, first discovered by **you** during the **policy period**.
H.	BREACH RESPONSE COSTS	**We** will pay on **your** behalf **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by **you** during the **policy period**.
I.	CRISIS MANAGEMENT AND PUBLIC RELATIONS	**We** will pay on **your** behalf **crisis management costs** resulting from a **public relations event** first discovered by **you** during the **policy period**.
J.	RANSOMWARE AND CYBER EXTORTION	**We** will pay on **your** behalf **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.
K.	DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	**We** will pay **business interruption loss**, **contingent business interruption loss**, and **extra expenses** that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period**. The period of time set forth in Item 5.K.ii. of the Declarations will be the **waiting period** for any interruption of **computer systems** caused by a **denial of service attack** where a DDoS mitigation vendor from our list of **panel providers** is utilized at the time of such **denial of service attack**. The period of time set forth in Item 5.K.i. of the Declarations will be the **waiting period** for all other causes of interruption of **computer systems**, or where the interruption of **computer systems** is caused by a **denial of**

		service attack and a DDoS mitigation provider from our list of **panel providers** is not utilized at the time of such **denial of service attack**.
L.	PROOF OF LOSS PREPARATION EXPENSES	**We** will pay on **your** behalf **proof of loss preparation expenses**.
M.	DIGITAL ASSET RESTORATION	**We** will pay on **your** behalf **restoration costs** that **you** incur because of the alteration, destruction, damage, theft, loss, or inability to access **digital assets** directly resulting from a **security failure** or **systems failure** first discovered by **you** during the **policy period**.
N.	COMPUTER REPLACEMENT AND BRICKING	**We** will pay on **your** behalf **computer replacement costs** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.
O.	REPUTATIONAL HARM LOSS	**We** will pay **reputational harm loss** that **you** incur during the **reputation indemnity period** solely and directly resulting from an **adverse publication** first published during the **policy period** specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** first discovered by **you** and reported to **us** during the **policy period**. The **reputation waiting period** for any **reputational harm loss** will be the period of time set forth in Item 5.O. of the Declarations.
P.	COURT ATTENDANCE	**We** will pay **you court attendance costs** set forth in Item 5.P.i. of the Declarations, subject to the maximum amount set forth in Item 5.P.ii. of the Declarations.
Q.	CRIMINAL REWARD	**We** will pay on **your** behalf, in **our** discretion, **criminal reward costs**.
		CYBER CRIME
R.	FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	**We** will pay **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** or **personal funds fraud** first discovered by **you** during the **policy period**.
S.	SERVICE FRAUD INCLUDING CRYPTOJACKING	**We** will pay on **your** behalf **service fraud loss** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.
T.	PHISHING	**We** will pay on **your** behalf **phishing response services** that **you** incur resulting from a **phishing attack** first discovered by **you** during the **policy period**.
U.	INVOICE MANIPULATION	**We** will pay **you invoice manipulation loss** that **you** incur resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED		This Policy does not apply to and **we** will not make any payment for any **claim expenses**, **damages**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, **PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A.	BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.E, MULTIMEDIA CONTENT LIABILITY.
B.	CONFISCATION	Confiscation, nationalization, requisition, destruction of, or damage to any property, **computer systems**, software, or electronic data by order of any governmental or public authority.
C.	CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply: 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.H, BREACH RESPONSE COSTS, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**; 2. with respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any unintentional breach of a written contract to provide **technology services** or **technology products**; 3. with respect to the coverage provided by Section II.F, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 4. with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or 5. to the extent **you** would have been liable in the absence of such contract or agreement.
D.	DIRECTOR & OFFICERS LIABILITY	Any act, error, omission, or breach of duty by any director or officer in the discharge of his or her duty if the **claim** is brought by or on behalf of the **named insured**, **subsidiary**, or any principals, directors, officers, stockholders, members, or **employees** of the **named insured** or **subsidiary**.
E.	DISCRIMINATION	Any discrimination of any kind.
F.	EMPLOYMENT PRACTICES	Any employer-employee relations, policies, practices, acts, or omissions. However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or:

1. **breach response services** provided under Section II.G, BREACH RESPONSE SERVICES; or
2. **breach response costs** provided under Section II.H, BREACH RESPONSE COSTS;

involving a **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **phishing attack**, as applicable to coverage Sections II.G and H, that impacts current or former **employees**.

G. FRAUD BY A SENIOR EXECUTIVE

Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final or non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

This exclusion will not apply to any natural person **insured** who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.

H. GOVERNMENTAL ORDERS

Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any **claim expenses**, **damages**, and **regulatory penalties** that **you** become legally obligated to pay resulting from **your** response to a **regulatory proceeding**.

I. ILLEGAL REMUNERATION

Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final or non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

J. INSURED VERSUS INSURED

Any **claim** made by or on behalf of:

1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by:
   a. an **employee** arising from a **security failure** or **data breach**; or
   b. an additional insured;
2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or
3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.

K. INTELLECTUAL PROPERTY

Violation or infringement of any intellectual property right or obligation, including:

1. infringement of copyright of software, firmware, or hardware;

2. distribution or sale of, or offer to distribute to sell, any goods, products, or services;
3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or
4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret;

however, this exclusion will not apply to:

a. Section II.E, TECHNOLOGY ERRORS & OMISSIONS for any **claim** alleging that any software code or software products provided as part of **your technology services** or **technology products** violate another party's copyright described in items 1, 2, or 3 above; or
b. Section II.F, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY will not apply to any violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.

L. MERCHANT LIABILITY — Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.

M. NATURAL DISASTER — Any physical event or natural disaster, including fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.

N. NUCLEAR — Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.

O. POLLUTANTS — Any:

1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or
2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing,

treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.

P. PRIOR KNOWLEDGE

1. any **event**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim**, **loss**, **breach response costs**, or **breach response services** under this Policy; or
2. any **claim**, **event**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.

Q. RECALL

Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.

R. REPAIR

Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to **damages** that **you** are legally obligated to pay resulting from a **claim** and that are otherwise covered under this Policy, or to coverage afforded under Sections II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, and II.M, DIGITAL ASSET RESTORATION.

S. RETROACTIVE DATE

Any **event**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **events** where the first such act, error, omission, or **event** first took place prior to the **retroactive date**.

T. TANGIBLE PROPERTY

Any injury or damage to, destruction, impairment, or loss of use of any **tangible property**, including any computer hardware rendered unusable by a **security failure** or **systems failure**, except this exclusion will not apply to coverage afforded under Section II.N, COMPUTER REPLACEMENT AND BRICKING.

U. TECHNOLOGY ERRORS AND OMISSIONS EXCLUSIONS

With respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any:

1. breach of:
   a. express warranty or representation, except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards;
   b. other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards; or
   c. guarantee or any promises of cost savings, profits, or return on investment;

2. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time, however this exclusion will not apply if such delay or failure to deliver or perform is the result of a **technology services wrongful act**, provided that **you** have made diligent efforts to deliver the applicable **technology products** or perform the applicable **technology services**;
3. inaccurate, inadequate, or incomplete description of the price of goods, products, or services;
4. cost guarantee, cost representation, or contract price estimate of probable costs or cost estimate actually or allegedly being exceeded;
5. commercial decision by **you** to stop providing any product or services;
6. provision of any sweepstakes, gambling activities, or lotteries, or price discounts, prizes, awards, money, or valuable consideration given in excess of a total contract or expected amount;
7. idea, trade secret, or confidential information that came into possession of any person or entity before such person or entity became an employee, board member, trustee, director, or officer of the **named insured** or any **subsidiary**;
8. unauthorized or surreptitious collection of any information by **you**, or failure to provide adequate notice that such information is being collected, or failure to comply with any legal requirement to provide individuals with the ability to assent or withhold assent for such collection;
9. loss, theft, or transfer of funds, monies, or securities in **your** care, custody, or control, or in the care, custody, or control of any third party for whom **you** are legally liable;
10. unfair competition, false or misleading advertising, or violation of consumer protection laws; or
11. costs or expenses incurred by **you** or others to withdraw, recall, repair, replace, upgrade, supplement, or remove any **technology products** or any products that contain or incorporate **technology products** or **technology services**.

V. THIRD PARTY MECHANICAL FAILURE

Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from the **service provider** directly experiencing their own **security failure**.

W. UNFAIR TRADE PRACTICE

Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENCE AND PENALTIES arising from a **security failure** or **data breach**.

X.	VIOLATION OF ACTS/LAWS	Any violation of: 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal, provincial, territorial, or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statutes; 7. the Canada Pension Plan Act; 8. the Securities Act, R.S.O. 1990, c. S.5; the Business Corporations Act, R.S.O 1990, c. B16; or any similar Canadian federal, provincial, or territorial securities or business corporations statutes; 9. the Criminal Code of Canada, or any related or similar provincial or territorial statutes; 10. Canada's Anti-Spam Legislation, or any related or similar provincial or territorial legislation; 11. the Competition Act, R.S.C. 1985, c. C-34; the Consumer Protection Act, 2002, S.O. 2002, c. 30; or any similar Canadian federal, provincial, or territorial business practices and consumer protection, price fixing, restraint of trade, or monopolization statutes; or 12. any similar federal, provincial, territorial, state, local, common, or foreign laws or legislation to the laws described in 1. through 11. above; however, this exclusion will not apply to a **claim** against **you** alleging a **data breach** or **privacy liability** in violation of Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248) or any Canadian federal, provincial, or territorial legislation regulating privacy or the disclosure of information, including but not limited to the federal Personal Information Protection and Electronic Documents Act (PIPEDA) and any substantially similar provincial or territorial legislation.
Y.	WAR AND TERRORISM	War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to **cyber terrorism**.

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR EVENT	It is a condition precedent to coverage under this Policy that **you** must provide **us** written notice of a **claim** or **event** through the persons named in Item 9. of the Declarations as soon as practicable once such **claim** or **event** is known to a **senior executive**. In the event of an **adverse publication**,

notice will include complete details of the **adverse publication** and date **you** first became aware of such **adverse publication**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 90 days after the end of the **policy period** for **claims** made against **you** in the last 60 days of the **policy period**.

WHEN THERE IS A CIRCUMSTANCE

With respect to Third Party Liability Coverage, if during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a future **claim** covered under this Policy and **you** give written notice to **us** through the persons named in Item 9. of the Declarations during the **policy period** of:

1. a detailed description of the act, **event**, or other circumstances that could reasonably be expected to give rise to the future **claim**, including dates, persons, and entities involved;
2. the identity of the potential claimants;
3. the details of how **you** first became aware of the act, **event,** or other circumstances; and
4. the nature of the potential **damages**;

then any **claim** arising out of the act, **event**, or other circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.

DUTY TO COOPERATE

We will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. **You** will do nothing that increases **our** exposure under this Policy. **You** will also cooperate with **us** and counsel in the defence of all **claims** and response to all **events**, and provide all information necessary for appropriate and effective representation.

With respect to Section II.J, RANSOMWARE AND CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.

OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY

You will not, except at **your** own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph.

Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses**, **loss**, **breach response costs**, or **breach response services** under this Policy.

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION

In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not

do anything after an **event** giving rise to a **claim**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, or **PCI fines and assessments** to prejudice such subrogation rights without first obtaining **our** consent.

AUTHORIZATION OF **NAMED INSURED** TO ACT ON BEHALF OF ALL **INSUREDS**

It is agreed that the **named insured** will act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defence of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENCE

We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:

1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or
2. under Section II.B, REGULATORY DEFENCE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

You have the right to select defence counsel from **our panel providers**. If **you** would like to retain defence counsel not on **our** list of **panel providers**, such counsel must be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld, and subject to a fee rate structure substantially similar to that of our **panel providers**.

We will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages**, **funds transfer liability loss**, or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention.

The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defence of the **claim**.

RIGHT TO ASSOCIATE

We have the right, but not the duty, to associate in the investigation and response to any **event** or **claim**, including participation in the formation of strategy and review of forensic investigations and reports.

PRE-CLAIM ASSISTANCE

If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN

INSURED, and **you** request assistance to mitigate against any potential future **claim** or the **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with **our** prior consent by legal counsel or a consultant we have mutually agreed upon. Such legal counsel's and consultant's fees will be considered **claim expenses**, **loss**, **breach response costs**, or **breach response services** and will be subject to the Limits of Liability that would be applicable if there is a covered **incident** or if a covered **claim** is made, and is also subject to the Aggregate Policy Limit of Liability.

SETTLEMENT

If **you** refuse to consent to any settlement or compromise of a **claim** recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and
2. seventy percent (70%) of **claim expenses** incurred after such settlement was refused by **you**, plus seventy percent (70%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement.

In this event, **we** will have the right to withdraw from the further defence of such **claim** by tendering control of the defence thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

SETTLEMENT WITHIN RETENTION

We agree that **you** may settle any **claim** where the total **claim expenses**, **loss**, **damages**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

With respect to **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **security failure**, **systems failure**, or **adverse publication** (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:

1. full description of the circumstances, including the time, place, and cause of the **loss** or **event**; and
2. detailed calculation of any **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**.

Any costs **you** incur in connection with establishing or proving **business interruption loss**, **contingent business interruption loss**, **extra expenses**, or **reputational harm loss**, including preparing a proof of loss, in excess of the Limits of Liability under Section II.L, Proof Of Loss Preparation Expenses, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss**, **contingent business interruption loss**, and **reputational harm loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following **our** receipt of any proof of loss in accordance with this section.

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Costs** and **Breach Response Services**

The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims**, **events**, or **insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.

The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **events**, **claims**, or **insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.

Limits of Liability for **Breach Response Costs** and **Breach Response Services**

The Limit set forth in Item 5.G. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response services** regardless of the number of **security failures**, **data breaches**, **cyber extortions**, **funds transfer frauds**, **phishing attacks**, or **insureds.** This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the **breach response services** Limit, there will be no further coverage under this Policy for any **breach response services**.

The Limit set forth in Item 5.H. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures**, **data breaches**, or **insureds**. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the **breach response costs** Limit, there will be no further coverage under this Policy for any **breach response costs**.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.

In the event that **damages**, **funds transfer liability loss, PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services, loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the applicable Retention amount will apply to such **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services, loss**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount **you** will be liable to pay towards satisfying Retentions for covered **claims** or **events**. Once the Aggregate Retention is paid, **we** will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON-RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is

mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

This Policy may be cancelled by **us** for non-payment of premium, or by fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **event** for coverage under this Policy.

This Policy may be cancelled by the **named insured** by surrender of this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective.

If this Policy is cancelled in accordance with the paragraphs above, the earned premium will be computed pro rata but the premium will be deemed fully earned if any **claim**, **event**, or any circumstance that could reasonably be expected to give rise to a **claim** or **event**, is reported to **us** on or before the date of cancellation.

If **we** elect not to renew this Policy, **we** will mail to **you** written notice thereof at least sixty (60) days prior to the expiration of the **policy period**.

We have no obligation to renew this Policy.

Any offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

OPTIONAL EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application**, or non-payment of premium or Retention, the **named insured** will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:

a. one year for an additional premium of 100% of the total annual premium;
b. two years for an additional premium of 150% of the total annual premium; or
c. three years for an additional premium of 200% of the total annual premium

following the effective date of such cancellation or non-renewal.

Such Optional Extended Reporting Period applies only to a **claim** first made against **you** during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and

before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy.

The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

OTHER PROVISIONS

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law designated in Item 13. of the Declarations, without reference to that jurisdiction's choice of law principles.

NO ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.

NON-PERMISSIBLE INSURANCE

Where **we** may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an **insured** under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), **we** will indemnify the **named insured** in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that **we** would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.

OTHER INSURANCE	This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.
SANCTIONS	This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.
TERRITORY – THE UNIVERSE	This Policy will apply to **events** occurring, **claims** made, and **damages**, **losses**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** incurred, anywhere in the universe.
TITLES	The titles and headings to the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.

SECTION IX

DEFINITIONS	Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:
Adverse publication	means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** that affects **your** customers or clients. All **adverse publications** relating to the same **security failure**, **data breach**, **cyber extortion**, or **privacy liability** will be deemed to have occurred on the date of the first **adverse publication** for the purposes of determining the applicable **reputation waiting period** and **reputation indemnity period**, and will be deemed to constitute a single **reputational harm loss**.
Application	means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured** to **us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.
Breach notice law	means any statute or regulation, including from Canada, the United States, the European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.
Breach response costs	means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure** or **data breach**;
2. costs to notify individuals affected or reasonably believed to be affected by such **security failure** or **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail;
3. costs to provide government mandated public notices related to such **security failure** or **data breach**;
4. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**;
5. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **security failure** or **data breach** compromising payment card data, and the related requirements under a **merchant services agreement**, including a PCI forensic investigator when required under such **merchant services agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **security failure** or **data breach**, or to remediate the breached **computer systems**);
6. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such **security failure** or **data breach**; and
7. identity theft restoration services to those natural persons identified by a licensed identify theft investigator as victims of identity theft affected by such **security failure** or **data breach**.

Breach response costs must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on **our** list of **panel providers**.

Breach response services means the following services to assist with **your** initial response to a **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **phishing attack**:

1. access to the 24/7 hotline detailed in Item 9. of the Declarations;
2. two hour consultation and advice by legal counsel from **our panel providers**;
3. consultation and advice by the **breach response services advisor**;

4. preliminary forensics and threat intelligence gathered by and known to the **breach response services advisor**; and
5. remote support and assistance**.**

Breach response services apply only to assistance provided by the **breach response services advisor** with **your** initial response to a **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **phishing attack** based upon the information provided by **you** to **us** and/or the **breach response services advisor** at the time **you** first notify **us** of the applicable **security failure**, **data breach**, **cyber extortion** or **funds transfer fraud**. **Breach response services** do not include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.

Breach response services advisor — means entity or person named in Item 14. of the Declarations.

Business interruption loss — means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Business services — means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that:

1. **you** use regularly in the normal course of **your** business;
2. **you** are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and
3. are provided to **you** pursuant to a written contract.

Claim — means:

1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under Section II.B, REGULATORY DEFENCE AND PENALTIES, a **regulatory proceeding**; and
3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1. above.

All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations,

events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

Claim expenses

means:

1. reasonable and necessary fees charged by legal counsel to which **we** have agreed to defend a **claim**;
2. all other fees, costs, and charges for the investigation, defence, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and
3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds.

Claim expenses do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.

Computer replacement costs

means the reasonable and necessary costs **you** incur, with **our** prior written consent, to restore or replace computer hardware or tangible equipment owned or leased by **you** impacted by a loss of firmware integrity resulting from a **security failure**.

Computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf.

Computer systems includes **hosted computer systems**.

Consumer redress awards

means any monetary amounts **you** are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**. **Consumer redress awards** do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.

Contingent business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **hosted computer systems**; and
2. continuing normal operating expenses, including payroll.

Coalition

	Provided, however, that **contingent business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.
Continuity date	means the date specified in Item 11. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.
Court attendance costs	means the reasonable costs and expenses of attending at **our** request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defence of any **claim**.
Criminal reward costs	means any amount offered and paid by **us** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by **you**, **your** legal counsel and/or auditors, whether internal or external, individuals hired or retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.
Crisis management costs	means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion, to mitigate covered **damages**, **loss**, **claims expenses**, **breach response costs**, or **breach response services** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and 4. other costs approved in advance by **us**.
Cyber extortion	means any: 1. threat made by an individual or organization against **you** expressing the intent to: a. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using **computer systems** without **your** permission, authorization, or consent; b. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in **computer systems** and is retrievable in a perceivable form;

c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within **computer systems**;
d. maliciously or fraudulently introduce **malicious code** or **ransomware** into **computer systems**; or
e. initiate a **denial of service attack** on **computer systems**; or

2. introduction of **malicious code** or **ransomware** into **computer systems** by an individual or organization; or,
3. **denial of service attack** on **computer systems**;

where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from **you**.

Cyber extortion expenses

means the following reasonable and necessary costs incurred with **our** prior written consent:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment;
2. value of property or goods demanded by any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and
3. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**.

The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.

Cyber terrorism

means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.

Damages

means a monetary judgment that **you** are legally obligated to pay, pre-judgement and post-judgment interest, or settlement agreed to by **you** and **us**. **Damages** does not mean the following:

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. any loss, transfer or theft of monies, securities. or digital currencies;

4. costs incurred by **you** to correct, re-perform, or complete any service, including any **technology services** or **professional services**;
5. liquidated damages including those arising from a **technology and professional services wrongful act**, but only to the extent such liquidated damages exceed the amount for which the **insured** would have been liable in the absence of any agreement to pay liquidated damage;
6. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
7. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
8. discounts, coupons, prizes, awards, or other incentives offered by **you**;
9. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**;
10. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**; or
11. royalty or licensing fees.

Data breach

means the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** by a person or entity, or in a manner, that is unauthorized by **you**.

Denial of service attack

means a deliberate or malicious attack that makes **computer systems** unavailable to its intended users by temporarily or indefinitely disrupting services of a host that **you** use.

Digital asset

means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.

Employee

means any past, present, or future:

1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and
2. **senior executive**;

but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.

Event

means a **funds transfer liability**, **incident**, **privacy liability**, **technology and professional services wrongful act**, or **multimedia wrongful act**.

All **events** that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single **event** occurring on the date the first such **event** occurred.

Extra expenses

means **your** reasonable and necessary additional costs incurred to avoid or minimize a **business interruption loss**, including:

1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients;
2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by **computer systems** or **service provider**; and
3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a **security failure** or **systems failure**.

Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

Extra expenses does not mean and will not include:

1. costs incurred to update, restore, replace, upgrade, maintain, or improve **computer systems**:
    a. to a level greater than existed before a **security failure**, unless the costs to upgrade to a more current or secure version of functionally equivalent components of **computer systems** is no more than 25% greater than the costs that would have been incurred to repair or replace **computer systems** that existed before a **security failure**; or
    b. to a level greater than existed before a **system failure**; or
2. costs incurred to acquire or install **computer systems** which did not form a part of **computer systems** immediately prior to the **security failure** or **system failure**.

Funds transfer fraud

means fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution:

1. to debit, or instruct to authorize to debit, an account for which the **named insured** or **subsidiary** is an authorized custodian, and to transfer, pay, or deliver money or securities from such account; or
2. to debit, or instruct to authorize to debit, an account held by the **named insured** or **subsidiary**, or held by the **named insured** or **subsidiary** on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or
3. directing **you** to transfer or deliver **tangible property** owned or held by the **named insured** or **subsidiary**;

which instruction purports to have been transmitted by **you** or **your** vendors, business partners, or clients, and impersonates such party, but was

transmitted by someone other than **you** or **your** vendors, business partners, or clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organization that is an **insured**.

Funds transfer liability

means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by **you** directing **your** vendors, business partners, or clients to transfer funds to a third party, but was transmitted by someone other than **you** as the result of a **security failure**.

Funds transfer liability loss

means a monetary judgement or award that **you** are legally obligated to pay, or a settlement agreed to by **you** and **us**, because of the transfer of money, securities, or digital currencies by any of **your** vendors, business partners, or clients to a third party as the direct result of a **funds transfer liability**.

Funds transfer loss

means:

1. loss of money, securities, digital currencies, or **tangible property** directly resulting from **funds transfer fraud** or **personal funds fraud**; and
2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud** or **personal funds fraud**.

Funds transfer loss does not mean and will not include the loss of personal money, securities, or property of **your employees** with the exception of **senior executives**.

Hosted computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to **you** pursuant to a written contract.

Incident

means **adverse publication**, **cyber extortion**, **data breach**, **funds transfer fraud**, **invoice manipulation**, **personal funds fraud**, **phishing attack**, **public relations event**, **security failure**, or **systems failure**.

All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances,

situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.

Indemnity period

means the time period that:

1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and
2. ends on the earlier of the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems**: (i) ends; or (ii) could have ended if **you** had acted with due diligence and dispatch.

However, in no event will the **indemnity period** exceed 365 days.

Insured, you, or your

means:

1. the **named insured**;
2. a **subsidiary**;
3. **senior executives** and **employees**;
4. an independent contractor, who is a natural person, solely acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision;
5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, II.B, REGULATORY DEFENCE AND PENALTIES, and II.E, TECHNOLOGY ERRORS AND OMISSIONS, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named insured's** or **subsidiary's** acts (hereafter an additional insured);
6. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and
7. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a **claim** against the **employee** or **senior executive**, in their capacity as such.

Invoice Manipulation

means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a **security failure**.

Invoice Manipulation Loss

means **your** direct net costs, excluding any profit, to provide goods, products, or services to a third party for which **you** are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of **invoice manipulation**.

Loss	means **business interruption loss**, **computer replacement costs**, **contingent business interruption loss**, **court attendance costs**, **criminal reward costs**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **invoice manipulation loss**, **phishing response services**, **proof of loss preparation expenses**, **reputational harm loss**, **service fraud loss**, and **restoration costs**.
Malicious code	means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of: 1. electronic data used or stored in any computer system or network; or 2. a computer network, any computer application software, or computer operating system or related network.
Media content	means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **media content**.
Merchant service agreement	means any agreement between the **you** and a financial institution, payment card company, payment card processor, or independent service operator, that enables **you** to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.
Multimedia wrongful act	means any of the following actually or allegedly committed by **you** in the normal course of **your** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**, including social media authorized by **you**: 1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization; 2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on our web site at: www.coalitioninc.ca/panel

PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant services agreement**, but only where such fines or assessments result from a **security failure**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personal funds fraud	means the loss of personal money, securities, or property from a personal bank account of a **senior executive** as a direct result of a **security failure** of the **named insured's** or a **subsidiary's computer systems**.
Personally identifiable information	means any information about an individual that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.
Phishing response services	means: 1. the cost of retaining a law firm and public relations firm incurred by **you** to create and publish a press release or establish a website to advise **your** customers and prospective customers of a **phishing attack**; and 2. the cost of reimbursing **your** existing customers for their loss of money or **tangible property** directly resulting from a **phishing attack**; and 3. the cost of retaining a third party for the removal of websites designed to impersonate **you**.
Phishing attack	means fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products provided that such fraudulent communications or websites do not arise out of or result from any **security failure**.
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to Ontario's Environmental Protection Act, the United States Environmental Protection Agency, or any similar federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability	means: 1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**; 2. **your** failure to comply with those provisions in **your privacy policy** that: a. mandate procedures to prevent the loss of **personally identifiable information**; b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual; provided that no **senior executive** knew of or had reason to know of any such conduct; 3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to any federal, provincial, territorial, or state law; and 4. Any alleged failure to prevent an "intrusion upon seclusion" or any other security or privacy breach.
Privacy policy	means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.
Professional services	means those services specified in Item 7. of the Declarations and performed by the **named insured** or a **subsidiary** for others' benefit pursuant to a written contract.
Proof of loss preparation expenses	means the reasonable and necessary costs **you** incur with **our** prior written consent for a third party forensic accounting firm to assist **you** with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to **business interruption loss**, **contingent business interruption loss**, or **extra expenses** covered under this Policy.
Public relations event	means: 1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; and 2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.
Ransomware	means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm **your computer systems** or **digital assets**, or cause a **security failure**, until a sum of money is paid.

Regulatory penalties

means monetary fines and penalties, including **consumer redress awards**, imposed in a **regulatory proceeding** to the extent insurable under applicable law.

Regulatory penalties will not mean any:

1. costs to comply with injunctive relief;
2. costs to establish or improve privacy or security practices; or
3. audit, reporting, or compliance costs.

Regulatory proceeding

means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding:

1. brought by or on behalf of any federal, provincial, territorial, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a **security failure** or **data breach**; or
2. brought for a violation of the General Data Protection Regulation (GDPR), the federal Personal Information Protection and Electronic Documents Act (PIPEDA), California Consumer Privacy Act (CCPA), or any similar federal, provincial, territorial, state, local, or foreign regulation arising from a **privacy liability**.

Other than the foregoing, **regulatory proceeding** does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by any federal, provincial, territorial, or state Securities Commission and similar federal, provincial, territorial, state, local, or foreign governmental entities.

Reputational harm loss

means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any **adverse publication**.

Reputational harm loss does not include any:

1. costs to rehabilitate **your** reputation, including legal costs or expenses;
2. **breach response costs**, **crisis management costs**, **business interruption loss**, **contingent business interruption loss**, or **extra expenses**;
3. costs not directly caused by an **adverse publication**.

Reputational harm loss will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating **reputational harm loss**:

1. the experience of **your** business before the **adverse publication** and probable experience thereafter during the **reputation**

indemnity period had there been no **adverse publication** and to the continuation of normal charges and expenses that would have existed has no **adverse publication** occurred; and

2. any **reputational harm loss** made up during, or within a reasonable time after the end of, the **reputation indemnity period**.

Reputation indemnity period — means the one hundred and eighty (180) day period that begins at the conclusion of the **reputation waiting period**.

Reputation waiting period — means the amount of time set forth in Item 5.O. of the Declarations that must elapse after the date upon which the **adverse publication** was first published.

Restoration costs — means:

1. the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure** or **systems failure**; or
2. the cost for the most current version of **digital assets** if it is substantially equivalent to (or less than) the original cost of **digital assets**;

if such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination.

Restoration costs does not mean and will not include:

1. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities;
2. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**; or
3. costs incurred to acquire or install **digital assets** which did not exist immediately prior to the **security failure** or **system failure**.

Retroactive date — means the date specified in Item 10. of the Declarations.

Security failure — means the failure of security of **computer systems** which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or

5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password.

Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.

Senior executive — means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.

Service fraud loss — means direct financial loss that **you** incur as the result being charged a fee for the fraudulent use of **business services**, including fraudulent use arising from cryptojacking.

Service provider — means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Subsidiary — means any organization in which the **named insured**:

1. owns either directly or indirectly 50% or more of the outstanding voting stock; and
2. has recognized the revenues in the **application**.

An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.

The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** or for 90 days, whichever is the earlier, subject to the following criteria:

1. the newly created or acquired **subsidiary** has substantially similar business operations;
2. the new **subsidiary's** gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application**; and
3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER.

Upon receipt of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium

and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure means any:

1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or
2. disruption or voluntary shutdown of **computer systems** by **you**, with **our** prior consent, in order to mitigate covered **loss** under this Policy.

Systems failure does not include any:

1. failure of **hosted computer systems** that results in an outage that extends beyond the services being provided to **you** by **hosted computer systems**;
2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;
4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control;
5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**;
6. government shutdown of systems or services;
7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or
8. failure or defect in the design, architecture, or configuration of **computer systems**.

Tangible property means items or objects that can be felt or touched. **Tangible property** does not include:

1. **digital assets**;
2. any form of intellectual property, including trade secrets; or
3. money, securities or digital currencies.

Technology and professional services wrongful act	means: 1. any actual or alleged error, omission, misstatement, neglect, or unintentional breach of duty or written contract, by **you** or any person for whose actual or alleged error, omission, neglect or unintentional breach of duty or written contract the **named insured** or **subsidiary** is legally liable for, in rendering **technology services** or **professional services**; or 2. any actual or alleged act, error, omission, misstatement, neglect, or unintentional breach of contract, by **you** or any person for whose actual or alleged error, omission, misstatement, neglect or unintentional breach of written contract the **named insured** or **subsidiary** is legally liable for, that results in the failure of **technology products** to perform as intended.
Technology products	means computer or telecommunications hardware or software products, or related components or products, that are created, manufactured, developed, sold, or distributed by the **named insured** or **subsidiary** for others' benefit pursuant to written contract for a fee, including software updates, service packs, and other maintenance releases for such products.
Technology services	means computer and electronic technology services, including data backup and processing, Internet and mobile services, email services, SaaS, PaaS, IaaS, NaaS, data and application hosting, computer systems analysis, technology and security consulting and training, custom software programming for a specific customer, computer and software systems installation and integration, computer and software support, and network management services, performed by the **named insured** or **subsidiary** for others' benefit pursuant to a written contract for a fee.
Third party corporate information	means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which **you** are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.
Waiting period	means the number of hours set forth in Item 5.K. of the Declarations.
We, us, or our	means the insurers providing this Policy.

Coalition®

Last updated: February 24, 2021

Notice of Available Panel Providers - Canada

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@coalitioninc.ca, at 1.833.866.1337, or through the contact button at www.coalitioninc.ca/claims. Panel Providers available to Coalition policyholders are subject to change. The current list is available at www.coalitioninc.ca/panel.

Data Breach response – Canada (recommended attorney in brackets)	Blake, Cassels & Graydon (Sunny Handa) Fasken, Martineau DuMoulin (Alex Cameron) Norton Rose Fulbright Canada (Imran Ahmad)
Data Breach response – E.U. (recommended attorney in brackets)	Clyde & Co (Ian Birdsey)
Litigation	Blake, Cassels & Graydon
Media Claims	DMG Associates (Ryder Gilliland) David F. Sutherland & Associates (David F. Sutherland)
Notification	Epiq Kroll
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Charles River Associates Arete Advisors
PR & Crisis Management	Infinite Global Edelman
Forensic Accounting	Baker Tilly
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

Coalition policyholders may engage with the following additional vendors with our prior written approval. Coalition policyholders may also engage vendors not listed with our prior written approval.

Forensics/Incident Response	CrowdStrike

FILING POLICY NO.: **C-4MON-087662-CYBER-2022**
ENDT. NO.: **01**

SERVICE OF SUIT ENDORSEMENT

Form Number	CYBCAN 0005 0420
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Policy Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

It is understood and agreed that in the event **we** fail to pay any amount claimed to be due hereunder, **we**, at the request of the **named insured**, will submit to the jurisdiction of a court of competent jurisdiction within Canada. The foregoing shall not constitute a waiver of the right by **us** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the province or territory of Canada pertinent hereto. In any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

We hereby designate the Chief Agent of Westport Insurance Corporation, 150 King Street West, Suite 1000, Toronto, ON, CA M5H 1J9, as the person who is authorized to receive such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY NO.: **C-4MON-087662-CYBER-2022**
ENDT. NO.: **02**

REPUTATION REPAIR ENDORSEMENT

Form Number	CYBS 0005 0420
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Policy Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

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

The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion (such agreement not to be unreasonably withheld) to mitigate harm to **your** reputation or to a covered **loss** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; 4. other costs approved in advance by **us**; Provided that any **crisis management costs** to mitigate harm to **your** reputation must be incurred within twelve months after the first publication of such **public relations event**.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY NO.: **C-4MON-087662-CYBER-2022**
ENDT. NO.: **03**

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	CYBCAN 0011 0520
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Policy Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

CERTIFIED ACTS OF TERRORISM	If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following: 1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **damages** or **loss** that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY NO.: **C-4MON-087662-CYBER-2022**
ENDT. NO.: **04**

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	CYBCAN 0010 0520
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Policy Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	In accordance with the federal Terrorism Risk Insurance Act, **we** are required to provide **you** with a notice disclosing the portion of **your** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of **your** premium attributable to such coverage is $0.00. The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds $100 billion. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY: C-4MON-087662-CYBER-2022 ENDT NO.: 5

QUOTA SHARE ENDORSEMENT

Form Number	CYBS 0021 0221
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:
Westport Insurance Corporation 70.0%
Arch Insurance Canada Ltd. 30.0%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY: C-4MON-087662-CYBER-2022 ENDT NO.: 6

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	CYBS 0001 0420
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

1. Section VI, LIMITS AND RETENTION, RETENTION is deleted and replaced with the following:

RETENTION	**We** will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured. In the event that **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services**, **loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the applicable Retention amount will apply to such **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services**, **loss**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount. The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount **you** will be liable to pay towards satisfying Retentions for covered **claims** or **events**. Once the Aggregate Retention is paid, **we** will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy. In the event that **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services**, **loss**, or other amounts arise out of a **claim** or **event** that is the direct result of a **business email compromise**, the largest applicable Retention amount will be reduced by 50% subject to a

	maximum reduction of $10,000, provided that **multi-factor authentication** was enabled and required at the time of the applicable **event**.

2. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Business email compromise	means any access to or use of **your** email system in a manner that is not authorized by **you**.
Multi-factor authentication	means, in addition to the use of a user ID and password to validate access to **your** email system, the use of at least one of the following methods of authentication: a. a hardware or software token or access card; b. third party authentication applications providing time bound, one-time codes, by a method other than text messaging; or c. **text messaging authentication**.
Text messaging authentication	The use or receipt of a unique one-time passcode received by text message to a pre-established mobile number linked to the email account on **your** email system that is being accessed in order to validate access to **your** email system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FILING POLICY: C-4MON-087662-CYBER-2022
ENDT NO.: 7

$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYBCAN 0024 0121
Effective Date of Endorsement	August 26, 2022
Named Insured	Sonoma Pines Homeowners Management Ltd.
Filing Number	C-4MON-087662-CYBER-2022
Issued by (Name of Insurance Company)	Westport Insurance Corporation, Arch Insurance Canada Ltd.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

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

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is deleted and replaced with the following:

RETENTION	**We** will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured. In the event that **damages**, **funds transfer liability loss, PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services, loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the applicable Retention amount will apply to such **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services, loss**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount. In the event that **you** choose to use Coalition Incident Response to provide services that result in **breach response costs**, **claim expenses**, **cyber extortion expenses**, or **restoration costs**, the fees, costs and expenses of Coalition Incident Response covered under the terms and conditions of this policy will not be subject to any Retention. The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount **you** will be liable to pay towards satisfying Retentions for covered **claims** or **events**. Once the Aggregate Retention is paid, **we** will be

	liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.