

NOTICE TO INSURED – PLEASE READ CAREFULLY

Insuring Agreements A., C. and D. of this policy provide coverage on a claims made and reported basis and apply only to **claims** first made against the **insured** during the **policy period** or any extended reporting period (if purchased) and first reported to **us** during the **policy period** and in accordance with the terms of this Policy.

Claims expenses under this Policy shall reduce and may exhaust the limit of liability of this Policy and are subject to retentions. This Policy is issued by AEGIS London.

Please make sure that **you** carefully read and understand this Policy, because the Policy's limit of liability, conditions, exclusions and other terms restrict and limit the insurance coverage that is provided. If there is anything that **you** do not understand or **you** otherwise have any questions, please ask **your** broker.

Words and phrases that appear in **bold** print have special meanings and are defined separately. Whenever a singular form of a word is used, the word shall be interpreted to include the plural form of the word when the plural form of the word is required by the context in which the word is used.

Sample Only

SCHEDULE

1. **Policy Number:** Click here to enter text.
2. **Named Insured:** Click here to enter text.
3. **Address of Named Insured:** Click here to enter text.
4. **Policy Period:** From: Click here to enter text.
To: Click here to enter text.
(Both days at 12:01 am. Local Standard time at the address shown of the Named Insured)
5. **Limits of Liability:** USD Click here to enter text. is the maximum payable under this Policy in the aggregate, including without limitation, **claims expenses, breach investigation services, breach notice response services** and **cyber extortion expenses**.
6. **Retentions:**
 - a. USD Click here to enter text. each **claim** covered under Insuring Agreement I.A. including without limitation, **claims expenses**
7. **Retroactive Date:** Click here to enter text.
8. **Premium:** USD Click here to enter text.
9. **Application form dated:** Click here to enter text.
10. **Choice of Law:** Click here to enter text. USA
11. **AEGIS Data Breach Panel:** <https://www.eriskhub.com/clients/index.php>

SECTION I Insuring Agreements

A. Privacy and Security Breach Liability Coverage

We shall pay on **your** behalf all **damages** and **claims expenses** within the applicable Limit(s) of Liability set forth in the Schedule and in excess of **your** Retention that **you** become legally obliged to pay as a result of any **claim** made against **you** due to an actual or alleged **privacy breach** or **security breach** resulting in a **covered incident**.

B. Data Breach Response Services Coverage

In the event of:

1. an actual or suspected **privacy breach** that triggers a legal obligation for the **insured organization** to comply with **breach notice laws**; or
2. an actual or suspected **privacy breach** that **you** and **we** reasonably agree may trigger a legal obligation for the **insured organization** to comply with **breach notice laws** or in which the individuals affected by the **privacy breach** reside in countries, states, or provinces that do not have mandatory data breach notification laws or regulations, and where voluntary notification will mitigate harm to the **insured organization**;

you shall be provided with **breach notice response services** and **breach investigation services** within the applicable Limit(s) of Liability set forth in the Schedule and in excess of **your** Retentions.

For clarification, **you** must use the designated AEGIS Data Breach Panel for all **breach notice response services** and **breach investigation services**.

C. Cyber Extortion Coverage

We shall indemnify the **insured organization** for **cyber extortion expenses** it incurs, within the Limit(s) of Liability set forth in the Schedule and in excess of **your** Retention, as a direct result of a **cyber extortion threat**.

SECTION II Defense and Settlement of Claims

- A. It is **our** right and duty to defend **you** against a covered **claim**, subject to the terms and conditions of this Policy, even if the **claim** is groundless or fraudulent. **Our** right and duty to defend ends when the Policy's applicable Limit of Liability has been exhausted by payment of **damages** or **claims expenses**.
- B. This Policy does not cover any payment, obligation, or expense that **you** assume or incur without **our** prior written consent.

- C. **We** have the right to select and appoint defense counsel to defend any **claim** notified under this Policy. **You** shall cooperate with **counsel** and any defense counsel that is appointed to defend **you**.
- D. **We** have the right to investigate any **claim, privacy breach, security breach,** or potential **claim**. **We** have the right to settle any **claim,** or potential **claim** on **your** behalf.

SECTION III Definitions

- A. **Bodily injury** means physical injury, sickness, disease or death of any person, and if arising out of the foregoing, mental anguish or injury, pain and suffering, shock or emotional distress.
- B. **Breach investigation services** means fees agreed by **us** and incurred by an outside attorney to identify potential legal violations and defenses arising out of the relevant **privacy breach** and coordinate the forensic services required to determine the scope and extent of any **privacy breach**.

Provided that **breach investigation services** shall not mean, and Insuring Agreement I.B. shall not cover: (i) any expenses incurred for any services after any **claim** is made against **you**, and (ii) any salaries, overheads, lost productivity, or other internal costs, expenses or charges **you** incur.

All **breach investigation services** shall be provided by the professionals making up the AEGIS Data Breach Panel.

- C. **Breach notice law** means any governmental statute or regulation that requires an organization to provide notice to an individual whose **personally identifiable information** was actually, or was reasonably believed to have been, accessed by or disclosed to an unauthorized person.
- D. **Breach notice legal and forensic expenses** means
 1. fees incurred for the services of a third party computer forensics professional to conduct an investigation to identify whether data containing **personally identifiable information** was accessed by an unauthorized person as a result of a covered **privacy breach**; and
 2. fees for an outside attorney to determine whether any **breach notice laws** apply and **your** obligations under such applicable laws, and to assist **you** to comply with such laws, including but not limited to, drafting notice letters to **impacted individuals**.
- E. **Breach notice response services** means any of the following expenses incurred by **us** or by **you** with our written consent:
 1. **breach notice legal and forensic expenses**;
 2. **notice fulfillment services**;
 3. **credit monitoring services**;
 4. **call center services**; and
 5. other costs, subject to **our** discretion, to mitigate reputational harm to the **insured organization**.

All **breach notice response services** shall be provided by the professionals making up the AEGIS Data Breach Panel.

F. **Call center services** means services to set up and operate a call center during normal business hours to provide information regarding the **privacy breach** and **credit monitoring** (if applicable) to **impacted individuals**.

G. **Claim** means:

1. a civil lawsuit for **damages** or injunctive relief commenced by the filing of a complaint or similar pleading against **you**, or a demand for arbitration or mediation in which **damages** are sought from **you**;
2. a written demand for **damages**.
3. with respect to Insuring Agreement I.A. only, a **regulatory action**.

All **claims** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events, transactions or causes, shall be considered a single **claim** regardless of the number of events, allegations, claimants, defendants or causes of action, and shall be deemed to be first made on the date the earliest of such **claims** is first made, regardless of whether such date is before or during the **policy period**.

H. **Claims expenses** means all necessary and reasonable legal fees, costs or expenses incurred by **us**, or by **you** with **our** prior written consent, for investigation and defense of a covered **claim**. **Claims expenses** do not include: any salaries, overhead, lost productivity, or other internal costs, expenses or charges **you** incur in the investigation, mitigation or defense of any **claim** or circumstance which might lead to a **claim** under this Policy; costs or expenses for mitigation of a **privacy breach** or **security breach**; the costs or expenses for or arising out of any implementation, undertaking or maintenance of any security or privacy measures, controls, policies, procedures, assessments or audits; or the investigation of or compliance with any **breach notice law**, including without limitation any expenses for or arising out of **breach notice response services**. **Claims expenses** are part of and not in addition to the Limit of Liability.

I. **Counsel** means the attorneys or law firms referenced in the AEGIS Data Breach Panel set forth in Item 10. of the Schedule.

J. **Covered incident** means any of the following:

1. unauthorized access to, or unauthorized use of, **your computer system** by a person;
2. physical theft or loss of a **data storage device** or paper document that results in unauthorized access to a data asset or **personally identifiable information**; or
3. transmission of malicious code from **your computer system** to a third party's computer system.

K. **Credit monitoring services** means one year of credit monitoring services provided to each **impacted individual**, but only if such individual actually enrolls for and redeems such services. This Policy does not cover any expenses related to or arising out of credit monitoring services where an **impacted individual** has not enrolled for and redeemed such services.

L. **Cyber extortion expenses** means money paid by the **insured organization**, with **our** prior written consent, to satisfy a demand by an extortionist in conjunction with a **cyber extortion threat**.

Provided, however, **cyber extortion expenses** shall not exceed the amount of loss the **insured organization** would have incurred had the amount described herein not been paid. **Cyber extortion expenses** shall not be paid or negotiated without **our** prior consultation and express agreement. The **insured organization** shall make every reasonable effort to notify the appropriate law enforcement agency or authority before negotiating and surrendering any extortion monies in response to an extortion demand.

M. **Cyber extortion threat** means a threat by an extortionist to perpetrate a **security breach** in order to cause a **covered incident** or the theft, disclosure, transfer or sale of **personally identifiable information**, unless a money demand is paid by the **insured organization**. Any **cyber extortion threats** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events, transactions or causes, shall be considered a single **cyber extortion threat**, and shall be deemed to have occurred on the date of the earliest of such **cyber extortion threats**.

N. **Damages** means:

1. monetary judgment or award **you** are legally obligated to pay, including punitive or exemplary damages (where insurable by law, and the enforceability of such coverage shall be governed by such applicable law that most favors coverage for punitive or exemplary damages); and
2. a settlement or consent decree agreed to by **you** with **our** prior written consent.
3. under Insuring Agreement I.A. with respect to a **regulatory action** only, fines, penalties or consumer redress funds imposed by a governmental regulator (where insurable by law, and the enforceability of such coverage shall be governed by such applicable law that most favors coverage for fines and penalties).

Provided, however, "**damages**" shall not mean or include:

- a. **your** future royalties or future profits, restitution, disgorgement of profits;
- b. return, collection or offset of fees, royalties, compensation, charges, commissions or other consideration;
- c. amounts awarded pursuant to statutes or regulations other than privacy regulations or intellectual property laws;
- d. the cost to comply with equitable relief, any injunctive or other non-monetary or declaratory relief or any agreement to provide such relief;
- e. the costs or expenses for or arising out of any implementation, undertaking or maintenance of any security or privacy measures, controls, policies, procedures, assessments or audits;
or
- f. any amount for which **you** are not liable, or for which there is no legal recourse against **you**.

O. **Data storage device** means computer hardware (including without limitation, laptops, hard-drives, thumb-drives, PDAs and flash storage devices) that is subject to reasonable encryption processes, and is protected by reasonable access controls to prevent unauthorized access to such hardware.

P. **Impacted individual** means an individual whose **personally identifiable information** was actually, or was reasonably believed to have been, accessed by an unauthorized person as a result of a covered **privacy breach**.

- Q. **Insured organization** means:
1. the legal entity(s) specified in Item 2. of the Schedule acting within the scope of duties in connection with its business; and
 2. any **subsidiary** of **yours**, but only with respect to conduct which takes place while it is a **subsidiary** and otherwise covered by this Policy.
- R. **Loss** means **damages, claims expenses, breach notice response services, breach investigation services, and cyber extortion expenses.**
- S. **Management control** means:
1. owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or
 2. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of: the Board of Directors of a corporation, the management committee of a joint venture or partnership or the management board of a limited liability company.
- T. **Notice fulfilment services** means services to provide notice to **impacted individuals** under applicable **breach notice laws**, including printing services, email notice, media notice, mailing services and postage.
- U. **Personally identifiable information** means any of the following:
1. any information that relates to a person who can be identified, directly or indirectly, by reference to an identification number or one or more factors specific to their physical, physiological, mental, economic, cultural or social identity;
 2. non-public personal information as defined in any state, federal or foreign law, including without limitation, "protected health information" as defined under the Health Insurance Portability and Accountability Act (HIPAA), "PHR identifiable health information" as defined under the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), and non-public personal information under the Gramm-Leach-Bliley Act; or
 3. an Internet Protocol (IP) address where utilizing reasonable means a third party can identify a specific person with such IP address.
- V. **Policy period** means the period of insurance stated in Item 4. of the Schedule.
- W. **Privacy breach** means any of the following:
1. theft or loss of **personally identifiable information**, including without limitation, **personally identifiable information** stored in an electronic medium, or the failure to provide notice of such theft or loss as required under applicable **breach notice laws**;
 2. disclosure of **personally identifiable information** that was not authorized or consented to by the natural person to which such **personally identifiable information** relates; provided that such disclosure was conducted by **your** employee without the approval, authorization, participation or acquiescence of any **management personnel**;

3. the failure of the wording of **your** existing **privacy policy** to comply with a **privacy regulation** requiring specific wording or notices in privacy policies; provided, however, that at the time of such failure **you** must have had in force an existing **privacy policy**.

Any **privacy breaches** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events, transactions or causes, shall be considered a single **privacy breach**, and shall be deemed to have occurred on the date of the earliest of such **privacy breaches**.

- X. **Privacy policy** means the **insured organization's** written and publicly disclosed policies identifying the **insured organization's** practices for the collection, use, disclosure, sharing, allowing of access to, and correction of, **personally identifiable information**.
- Y. **Privacy regulation** means any statute or regulation addressing the control, use or protection of **personally identifiable information**.
- Z. **Property damage** means injury, impairment, destruction, corruption or distortion of any tangible property, including the loss of use of tangible property even when the tangible property has not itself been physically impaired, injured or destroyed. However, **property damage** does not mean loss of use of intangible property, including data.
- AA. **Retroactive date** means the date specified in Item 7. of the Schedule.
- BB. **Security breach** means the theft, loss or unauthorized disclosure of confidential information provided to the **insured organization** pursuant to a mutually executed written confidentiality agreement; provided that such theft, loss or unauthorized disclosure was conducted by **your** employee without the approval, authorization, participation or acquiescence of any **management personnel**, and "confidential information" shall not include **personally identifiable information** or components thereof.
- CC. **Subsidiary** shall mean any entity:
1. the **insured organization** had **management control** over on or before the inception date of the **policy period**;
 2. the **insured organization** acquires **management control** over during the **policy period** if the total revenue for the entity in the four full quarters prior to acquiring such control does not exceed ten percent (10%) of the Named Insured's (as specified in Item 2. of the Schedule) total revenue in the four full quarters prior to acquiring such control; and
 3. specifically identified as a "**subsidiary**" by endorsement to this Policy, subject to additional underwriting, terms and premium, and the addition of any such endorsement is at **our** sole and absolute discretion.

Provided, however, with respect to any **subsidiary** as defined in III.BB.2., such an entity shall only be considered a "**subsidiary**" for thirty (30) days from the date of such **management control**. If **you** would like coverage to be extended to such an entity for more than thirty (30) days from the date of **management control**, **you** must provide **us** with full particulars of such acquired entity and **we** shall determine, in **our** sole and absolute discretion whether such entity shall continue to be a **subsidiary** after such thirty (30) day period. Such continuance is subject to additional underwriting, premium and terms.

Provided further, in the event the **insured organization** loses or does not maintain **management control** over an entity referenced in this Definition, that entity ceases to be a **subsidiary** on the date such control was lost and is no longer an **insured** under this Policy. In addition, this Policy does not cover any **claim** or **loss** alleging or arising out of any error, omission, neglect or breach of duty, **privacy breach**, **security breach**, or **cyber extortion threat** of an entity referenced in this Definition which took place prior to the date the **insured organization** acquired **management control** of such entity, or after the date the **insured organization** lost **management control** of such entity. For the purposes of this Definition, for acts or events occurring after the **insured organization's** loss of **management control**, there shall be no relation back of related acts or events.

DD. **We, us** or **our** means the insurer/underwriters providing this Policy.

EE. **You, your, yours**, or **insured** means:

1. the legal entity(s) specified in Item 2. of the Schedule acting within the scope of its duties in connection with its business;
2. any **subsidiary** of **yours**, but only with respect to conduct which takes place while it is a **subsidiary** and otherwise covered by this Policy; and
3. any employee of the **insured organization**, but only with respect to acts within the scope of his or her employment by the **insured organization**.

FF. **Your computer system** means any computer hardware, software or firmware, and components thereof, and including data stored thereon, that is owned or licensed by the **insured organization**, and is under the direct operational control of the **insured organization** or a vendor providing cloud computer services to the **insured organization**.

SECTION IV Exclusions

This Policy shall not cover any **claim** or **loss**:

- A. with respect to the **insured organization**, alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by the **insured organization**, or any intentional or knowing violation of the law, or intentional **security breach** or **privacy breach** by the **insured organization**;
- B. with respect to a natural person **insured**, alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by such natural person **insured**, or any intentional or knowing violation of the law, or intentional **security breach** or **privacy breach** by such natural person **insured**;
- C. made by one of **you** against another of **you**, except a **claim** brought against **you** by **your** employee resulting from a **privacy breach** that is otherwise covered under Insuring Agreement I.A.;
- D. brought by an entity which:

1. **you** own, operate, manage or in which **you** have an ownership interest in excess of 15%, or in which **you** are an officer or director, except this provision will not apply to an otherwise covered **claim** that employee data is the subject of a **privacy breach** or violation of a **privacy regulation**; or
 2. wholly or partly owns, operates, controls or manages **you**;
- E. alleging or arising out of any **bodily injury** or **property damage**, except this provision will not apply to emotional distress or mental anguish directly arising out of any actual or alleged **privacy breach** or **security breach**;
- F. alleging or arising out of **your** insolvency, financial impairment or bankruptcy;
- G. alleging or arising out of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than the **insured organization**;
- H. alleging or arising out of any act, error, omission, circumstance, **privacy breach**, **security breach**, or **cyber extortion threat** first occurring prior to the **retroactive date** of this Policy;
- I. alleging or arising out of any act, error, omission, circumstance, **privacy breach**, **security breach**, **cyber extortion threat**, **claim** or potential claim notified to a prior insurer;
- J. alleging or arising out of any act, error, omission, circumstance, vulnerability, **privacy breach**, **security breach**, or **cyber extortion threat**, if prior to the inception date of this Policy, **you** knew, or reasonably could have foreseen, that such act, error, omission, circumstance, vulnerability, **privacy breach**, **security breach**, or **cyber extortion threat** formed, or might form, the basis of a **claim**, potential claim, or any **loss** covered under this Policy;
- K. alleging or arising out of any contractual liability or obligation or resulting from any breach of contract or agreement, in either oral or written form, including without limitation, any liability assumed under contract or liquidated damages; provided, however, this exclusion shall not apply to the extent **you** would have been legally liable in the absence of such contract or agreement;
- L. alleging or arising out of any alleged or actual electrical or mechanical failures and/or interruption, including an electrical disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable, satellite, telecommunications or infrastructure comprising or supporting the internet including service provided by the internet service provider that hosts **your** website;
- M. alleging or arising out of any fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;
- N. alleging or arising out of any existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
- O. alleging or arising out of any wrongful employment practice; provided, however, that this exclusion shall not apply to any otherwise covered **claim** resulting from a **privacy breach**;

- P. brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity or regulatory body in such entity's or body's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered **regulatory action** under Insuring Agreement I.A.;
- Q. alleging or arising out of any of the following:
1. any violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
 2. any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended; or
 3. any violation of any local, state or federal laws concerning antitrust or restraint of trade, or any false, deceptive or misleading advertising, or any violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
- R. alleging or arising out of any false, deceptive or unfair trade practice or violation of any consumer protection laws; provided however, this exclusion shall not apply with respect to any otherwise covered **claim** under Insuring Agreement I.A. if such practice or violation was not committed by, and did not occur with the approval, authorization, participation or acquiescence of, any **management personnel**;
- S. alleging or arising out of any infringement, misappropriation or violation of any patent, copyright, trademark, service mark, trade dress or trade name, or any copying, infringement, misappropriation, display, disclosure, publication or misappropriation of any trade secret;
- T. alleging or arising out of ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

SECTION V General Conditions

A. Limits of Liability

1. **Our** maximum aggregate liability for all **damages, claims expenses, breach investigation services, breach notice response services and cyber extortion expenses** covered by this Policy, shall be the Limit of Liability set forth in Item 5.a. of the Schedule. In the event of the exhaustion of such Limit of Liability, **we** shall have no further liability whatsoever.

2. If the total amount for **breach notice response services** or **breach investigation services** exceeds the applicable limit set forth in Item 5. of the Schedule, **we** shall have no further obligation to pay for such services. Nonetheless, **you** may continue to utilize the members of the AEGIS Data Breach Panel to provide such services (often at discounted rates) at **your** own expense.
3. **We** shall not be obligated to pay any **damages, claims expenses, breach notice response services, breach investigation services, or cyber extortion expenses**, or to undertake or continue defense of any suit or proceeding, after **our** Limit of Liability set forth in Item 5.a. of the Schedule (or any applicable sublimit) has been exhausted by payment of **damages, claims expenses, breach notice response services, breach investigation services, or cyber extortion expenses**, or after **our** deposit of the Limit of Liability set forth in Item 5.a. of the Schedule (or any applicable sublimit) in a court of competent jurisdiction. Upon such payment, **we** shall have the right to withdraw from the further defense of any **claim** under this Policy by tendering control of said defense to the **insured organization**.

B. Retention

1. **We** will only be liable for covered amounts and services in excess of any applicable Retention(s).
2. As a condition precedent to **our** liability under this Policy, the Retention stated in Item 6.a. of the Schedule shall be applicable to each covered **claim**, shall apply to both covered **damages** and **claims expenses**, or any combination thereof, resulting from each such **claim**, and shall be satisfied by proof of payments by **you**.

C. Conditions Precedent

1. It is a condition precedent to coverage and our liability under this Policy, that at all times during the **policy period** **you** shall:
 - a. maintain anti-virus and malware prevention solutions on **your computer system** and update the protection at regular intervals;
 - b. maintain firewalls on **your computer system**;
 - c. maintain and implement ongoing patch management process to ensure timely patching of **your computer system**; and
 - d. store all data on mobile data storage devices or media in an encrypted format, including but not limited to back up tapes and discs, laptops, USB devices, smart phones and tablets.

D. Notice/Claims Reporting Provisions

1. If any **claim** is made against **you**, **you** shall as soon as practicable during the **policy period**, forward to **us** through **counsel**, the **claim** and every letter or other communication concerning the **claim**, demand, notice, summons or other process received by **you** or **your** representative.
2. For purposes of Insuring Agreement I.B., in the event of an actual or suspected **privacy breach**, **you** shall immediately provide to **us** during the **policy period** through **counsel**, written notice of such **privacy breach**. In addition, **you** shall as soon as practicable, provide to us through **counsel**, the following information: a description of the **privacy breach** (including when it occurred and when it was discovered), an indication of the number of individuals that reasonably may have been impacted, the type of information that may have been impacted, the actions taken to mitigate, contain and prevent the **privacy breach** and other information and particulars

- relevant to the cause of, and harm caused by, the **privacy breach** and a copy of (or link to) **your** relevant **privacy policy** and information security policy.
4. When notice of a **claim, privacy breach** or potential **claim** is provided by **you** to **counsel, our** efforts to work with **you** on the potential **loss** commence. **Counsel** will contact **you** to gain an understanding of the situation that is generating the **claim, privacy breach** or potential **claim**, and to work along with **us** and **you**.
 5. If during the **policy period, you** become aware of any potential **claim** or circumstance that might generate a **claim, we** encourage **you** to provide notice to **us** through **counsel** during the **policy period** so that **we** may commence **our** work with **you** to contain the **loss**. Notice of a potential **claim** or circumstance that has yet to develop into a **claim** is not required, but is encouraged.
 6. When notice of a potential **claim** is provided, and the situation develops such that a **claim** is, or multiple **claims** are, made against **you** arising out of such potential **claim**, then all such **claims** shall be considered a single **claim** and written notice of the **claim** will be deemed to have been made at the time when the first written notice of the potential **claim** was provided to **counsel** pursuant to paragraph 5. above.
 7. A **claim, privacy breach, or cyber extortion event** shall be considered to be notified to **us** when written notice is first given to **counsel** (who will inform **us**) of the **claim, privacy breach, or cyber extortion event**.
 8. If **you** make any claim for coverage knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims for coverage hereunder shall be forfeited.

E. Other Insurance

The coverage provided by this Policy is excess over and above any other valid insurance, (including any retention or deductible portion) or agreement of indemnity available to **you**.

F. Legal Action Against Us

No person or organization has a right to:

1. join **us** as a party or otherwise bring **us** into an action or suit; or
2. sue **us** or bring any other action against **us**;

unless and until, as a condition precedent thereto, **you** have fully complied with all the terms and conditions of this Policy. In no event shall **we** be liable for any amounts that are not covered and payable under the terms of this Policy or that are in excess of any applicable Limit of Liability.

You acknowledge and agree that all entities and persons that make up the AEGIS Data Breach Panel are not **our** agents or employees. In the event **breach notice response services** or **breach investigation services** is not covered and **you** wish to utilize an entity or person from the AEGIS Data Breach Panel, **you** shall independently retain the entities or persons providing such services. In no event shall **we** be liable for any **claims**, loss, harm, suits or otherwise arising out of any act, error or omission of any entity or person from the AEGIS Data Breach Panel. **You** may not bring, and hereby waive, any actions against **us** arising out of the goods or services provided by any entity or person from the AEGIS Data Breach Panel.

G. Choice of Law Provision

For all purposes, any dispute concerning this Policy shall be interpreted according to the law of country and state referenced in Item 10. of the Schedule, which conflict of law principles shall not be used to adopt the law of any other jurisdiction.

H. Subrogation

In the event **we** are required to make any form of payment under this Policy, **we** shall be subrogated to all **your** rights of recovery against any person or organization and **you** must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** must not do anything to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to any amounts paid by **us**, and lastly to the retention. Any additional amounts recovered shall be paid to the Named Insured.

I. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement executed by **us** and issued to form a part of this Policy.

J. Mergers and Acquisitions

If **you** consolidate into, merge into or are acquired by another entity, then all coverage under this Policy shall terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage under this Policy, and **you** have agreed to any additional terms of coverage required by **us**, and agreed to and paid any additional premiums required by **us**.

K. Assignment

This Policy may not be assigned to any party unless **we** consent in writing to the assignment.

L. Headings

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this Policy.