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Group Identity Protection
Schedule of Benefits

Pursuant to section 20–401.01, subsection B, paragraph 1, Arizona Revised Statutes, this Evidence of Coverage is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this Evidence of Coverage becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20, Arizona Revised Statutes.

This Summary of Benefits document provides only a summary of the benefits entitled to you as a customer of Gen Digital Inc., the policyholder of a group policy ("the policy"). Based on the specific service package you are enrolled in, benefits may vary, as outlined below. **This is a summary only. Additional terms and conditions apply**. A copy of the policy will be made available upon request. Refer to the full policy for all terms, conditions, and exclusions. Your entitlement to benefits under the group policy will terminate upon termination of your enrollment in any **Insured Program**.

Schedule

Insuring Company

Name	HSB Specialty Insurance Company
Mailing Address	One State Street, P.O. Box 5024, Hartford, Connecticut 06102-5024

Provider Details

Provider	Gen Digital Inc.
Mailing Address	60 E Rio Salado Parkway, Suite 1000, Tempe, Arizona, 85281

Insured Programs

Insured Program Name	**LifeLock Advanced** **LifeLock Add a Member**	**LifeLock Advanced Family Plan**	**LifeLock Total** **Genie Scam Protection Pro**	**LifeLock Total Family Plan**
Coverage Type	Individual	Family	Individual	Family
Coverage Aggregate Limits:				
Cyber Extortion	$5,000	$5,000	$10,000	$10,000
Online Fraud Reimbursement	$5,000	$5,000	$10,000	$10,000
Online Scams	Included	Included	Included	Included
Cryptocurrency	Included	Included	Included	Included
NFT Collectibles	$5,000	$5,000	$5,000	$5,000
Additional Sublimits:				
Cyber Victim Expenses	$5,000	$5,000	$5,000	$5,000
Online Privacy and Protection Costs	$5,000	$5,000	$10,000	$10,000
Member Details				
Member Annual Aggregate Limit	$5,000	$5,000	$10,000	$10,000
Member Deductible	$100 *per occurrence*	$100 *per occurrence*	$100 *per occurrence*	$100 *per occurrence*

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A Munich Re company

Group Identity Protection
Summary of Benefits

The words “we”, “us” and “our” refer to the Insuring Company shown in the Schedule of this Summary of Benefits.

Titles given to paragraphs throughout this Summary of Benefits are for assistance in finding applicable provisions. Titles do not grant, define or restrict coverage.

A. DEFINITIONS

1. **Computing device** means a desktop, laptop or tablet computer or Wi-Fi router or other internet access point. Such device must be owned or leased by a **member**, as well as operated under the **member's** control.
2. **Connected home device** means any electronic device, other than a **computing device**, that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
   a. Smart phones or Internet-based telephone systems;
   b. Thermostats;
   c. Entertainment systems;
   d. Appliances;
   e. Smoke, fire and home security monitoring systems;
   f. Cameras; or
   g. Wearables

   Such device must be owned or leased by a **member**, as well as operated under the **member's** control.
3. **Cryptocurrency** means digital currency in which transactions are verified and records maintained by a decentralized system using cryptography. **Cryptocurrency** includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.
4. **Cyber extortion event** means a demand for **money**, **cryptocurrency** or other consideration based on:
   a. A credible threat to damage, disable, deny access to or disseminate content from a **member's computing device** or **connected home device** as a result of a **cyber attack**;
   b. An offer to restore access or functionality to a **member's computing device** or **connected home device** as a result of a **cyber attack**
   c. A credible threat to disseminate, release, reveal, or publicly disclose a **member’s** sensitive non-public data or imagery.
5. **Cyber extortion response costs** means the following costs incurred as a direct result of a **cyber extortion event** directed against a **member** and approved in advance by us:
   a. Professional assistance from a subject matter expert provided by us for advice and consultation regarding how best to respond to the threat; and
   b. Payment of **cryptocurrency** or **money**, made as directed in response to a **cyber extortion event**;

   However, we may pay for **cyber extortion response costs** that were not approved in advance by us if we determine that we would have approved the payment if consulted at the time.
6. **Cyber victim expenses** means the following costs provided by a professional who is not a relative of a **member**:
   a. Counseling from a licensed mental health professional; and
   b. A one-time financial counseling session with a licensed financial or investment advisor.
7. **Digital Wallet** means a mobile payment application that:
   a. Securely stores payment methods including but not limited to debit or credit cards: or
   b. A **member** can store or deposit **money** which is used to make electronic payments or transfers.

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8. **Fraud costs** means the **money**, **securities**, **cryptocurrency**, **loyalty reward points**, or tangible property fraudulently taken from a **member** as a direct result of a **fraud event**. **Fraud costs** does not include any of the following:
   a. Other expenses that arise from the **fraud event**;
   b. Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;
   c. Any interest, time value or potential investment gain on the amount of financial loss;
   d. Any **loyalty reward points** that do not have a monetary equivalent;
   e. Any **cryptocurrency** fraudulently taken as a result of an outage, failure, suspension or degradation of, or a cyber attack on a computer network or system owned or operated by a cryptocurrency exchange or wallet provider;
   f. Any **cryptocurrency** deposited, stored, or held in a smart contract or decentralized finance (DeFi) platform or exchange; or
   g. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
9. **Fraud event**
   a. **Fraud event** means any of the following, when such event is directed against a **member** and results in direct financial loss to a **member**:
      (1) An **identity theft event**;
      (2) **Online scams**;
      (3) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in a **member's** name, when the **member** is legally liable for such use;
      (4) The forgery or alteration of any check or negotiable instrument; or
      (5) Acceptance in good faith of counterfeit currency;
   b. **Fraud event** does not mean or include any occurrence:
      (1) In which a **member** is threatened or coerced to part with **money**, **securities**, **cryptocurrency**, or tangible property, other than **online scams**;
      (2) Between a **member** and any of the following:
         (a) Any other **member**;
         (b) A **member's** current or former spouse, common law spouse or domestic partner; or
         (c) A **member's** grandparent, parent, sibling, child or grandchild.
      (3) Involving use of a card, card number or account number associated with a bank account or credit account:
         (a) By a person who has ever received any authorization from a **member** to use such card, card number or account number, unless such authorization was obtained through a criminal deception of the **member**; or
         (b) If a **member** has not complied with all terms and conditions under which such card, card number or account number was issued.
10. **Identity theft event** means the fraudulent use of **personally identifying information** by a third party. This includes fraudulently using such information to access financial accounts or **digital wallets**, establish credit accounts, secure loans, or enter into contracts.
11. **Insured program** means the package of products and/or services provided by the **provider** and shown under the Insured Programs section of the Schedule of this Summary of Benefits.
12. **Loyalty reward points** means credits that are offered by a for profit business to incentivize brand loyalty and can be used to purchase goods or services from that business.
13. **Member** means:
   a. The **primary member**.
   b. If the **insured program** includes coverage for family members, the residents of the household of the **primary member** who are:

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(1) The relatives of such persons, including their spouse or domestic partner (whether or not such relationship is formally recognized under applicable law); or

(2) Under the age of 21 and in the care of such persons; or

(3) A student enrolled in school full-time, as defined by the school, who was a resident of the **primary member's** household before moving out to attend school, provided the student is under the age of:

(a) 24 and the **primary member's** relative; or

(b) 21 and in the **primary member's** care or the care of a resident of the **primary member's** household who is the **primary member's** relative.

14. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency. Coins, banknotes, bullion, travelers' checks, registered checks, money orders, gift cards and pre-paid debit cards held for sale to the public. **Money** does not mean or include any **cryptocurrency**, whether or not authorized or adopted by a domestic or foreign government.

15. **NFT collectibles** means a unique digital identifier that is recorded in a digital ledger to certify evidence of authenticity and public ownership of:

    a. Digital artwork; or

    b. Digital collectibles.

    NFT collectibles does not mean or include **cryptocurrency** or any video game collectibles.

16. **Nuclear Hazard** means nuclear reaction, radiation or radioactive contamination, or any consequence of any of these, however caused and whether controlled or uncontrolled.

17. **Occurrence** means all **stolen identity events, cyber extortion events, fraud events**, or **identity theft events** that:

    a. Occur at the same time; or

    b. Arise during the same policy period from the same source, cause or vulnerability.

18. **Online privacy and protection costs** means the following professional services to repair a **member's** online privacy and reputation as a result of the dissemination of sensitive content, data, imagery, or information:

    a. Legal counsel services;

    b. Cybersecurity consultation services; and

    c. Professional public relations.

19. **Online scams** means an intentional and criminal deception of a **member**, to induce a **member** to part voluntarily with **money**, **securities**, **cryptocurrency**, **NFT collectibles**, **loyalty reward points**, or tangible property. **Online scams** include, but are not limited to:

    a. Deepfake scams;

    b. Virtual kidnapping schemes;

    c. Romance scams;

    d. Social engineering; and

    e. Spoofing and phishing.

    Multiple transfers or payments of **money**, **securities**, **cryptocurrency**, **NFT collectibles**, **loyalty rewards points**, or tangible property based upon the same or a series of related, repeated or continued **online scams** will be considered a single **online scam**.

20. **Personally identifying information** means information that could be used to commit fraud (including health care fraud) or other illegal activity involving the identity of a natural person. This includes, but is not limited to, Social Security numbers, Medicare numbers, financial account numbers, and user credentials for financial accounts. **Personally identifying information** does not mean or include information that is otherwise available to the public, such as names and addresses.

21. **Primary member** means a person who, at the time of the discovery of the **stolen identity event**, is a customer in good standing of the **provider** and is directly enrolled in the **insured program**.

22. **Provider** means the entity providing the **insured program** and shown as the Provider in the Schedule of Summary of Benefits.

23. **Securities** means:

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a. Written negotiable and non-negotiable instruments or contracts representing **money** or tangible property; or

b. Uncertified securities.

Securities does not mean or include **money**.

24. **Stolen identity event** means the theft, accidental release, publication or misappropriation of a **member's personally identifying information** that results in or could reasonably result in the wrongful use of the information; or a **cyber extortion event**, **fraud event**, or **identity theft event**, but only to the extent that such corresponding coverages are included in the **insured program**.

B. COVERAGE

1. COVERAGE REQUIREMENTS

This Group Identity Protection coverage applies only if all of the following conditions are met:

a. There has been a **stolen identity event** perpetrated against a **member**; and

b. Such **stolen identity event** is first discovered by the **member** during the policy period for which the policy is applicable; and

c. Such **stolen identity event** is reported to us as soon as practicable, but in no event more than 90 days after the date it is first discovered by the **member**.

2. COVERAGES PROVIDED

If all of the conditions listed above in 1. **COVERAGE REQUIREMENTS** have been met, then we will provide the **member** the following coverages for loss directly arising from such **stolen identity event.**

a. **Cyber Extortion**

If there has been a **cyber extortion event** as a direct result of such **stolen identity event**, then we will reimburse the **member** for their necessary and reasonable **cyber extortion response costs**, **cyber victim expenses**, and **online privacy and protection costs** incurred directly as a result of such **cyber extortion event**.

b. **Online Fraud**

If there has been a **fraud event** that is wholly or partially perpetrated through a **computing device** or **connected home device** as a direct result of such **stolen identity event**, then we will pay the **member's** necessary and reasonable **fraud costs** and **cyber victim expenses** incurred as a direct result of such **fraud event**.

C. EXCLUSIONS

The following exclusions apply to all coverages under the policy.

We will not pay for loss, damage or expense caused by or resulting from:

1. Any of the following by a **member**:
   a. Criminal, fraudulent or dishonest acts, errors or omissions;
   b. Intentional violations of the law; or
   c. Intentionally initiating or contributing to a covered loss event.
2. Any physical damage or bodily injury, including mental anguish or mental injury, except as provided under item a. of the definition of **cyber victim expenses.**
3. Any legal defense costs arising out of any third party liability actions.
4. Any damage to a motor vehicle, watercraft, aircraft or other vehicle.
5. Any fines or penalties.
6. Loss to any device or system that is not owned or leased by a **member**, as well as operated under the **member's** control or the control of another **member**.
7. Loss arising from any business or trust, including but not limited to any business owned or operated by any **member**, any business employing any **member**, or any trust in which any **member** is named as executor, administrator, or trustee.
8. Costs to research or correct any deficiency.

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9. Any **stolen identity event** first discovered by a **member** prior to the inception of the **member's** coverage under the policy.
10. Any **stolen identity event** first occurring more than 60 days prior to the inception of the **member's** continuous coverage under the policy.
11. Any costs or expenses associated with a **stolen identity event** if such costs or expenses are incurred more than one year from the expiration date of the policy.
12. The theft of a professional or business identity.
13. Any **stolen identity event** involving an online gambling account.
14. Any knowing use of:
    a. pirated or unlicensed software; or
    b. any **computing device** or **connected home device** that has been reprogrammed from its original manufactured state including but not limited to jailbroken, cracked, or rooted.
15. Any **nuclear hazard.**
16. Any governmental action, meaning the destruction, confiscation or seizure of property by order of any governmental or public authority.
17. War and hostile action, including any of the following and any consequence of any of the following:
    a. Cyber warfare, whether or not occurring in combination with physical combat;
    b. Undeclared war;
    c. Civil war;
    d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or
    e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

    For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

    The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:
    a. Statements by an impacted government, sovereign or other authority;
    b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
    c. Consensus opinion within relevant expert communities such as the cyber security industry.

    Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the loss.

    Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.
18. Total or partial failure or interruption of, reduction in performance of, or damage to any electrical power supply network or telecommunication network not owned and operated by a **member** including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
19. Any loss occurring while the **primary member** is not an active customer in good standing of the **provider** and directly enrolled in the **insured program**.
20. Any **member** whose primary residence is located in New York or Washington state.
21. Any loss claimed by the **provider**.
22. Any amount not insurable under applicable law.

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23. Any provision of coverage under the policy to the extent that such provision would expose us, the **member**, or **provider** to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

The following additional exclusions apply to **Section B.2.b. Online Fraud**:

We will not pay for loss, damage or expense caused by or resulting from:

1. A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
2. A gift or charitable contribution to an individual or any legitimate organization.
3. An online auction or the use of an online auction site.
4. A lottery, gambling or a game of chance.
5. Any fraud in which an **member** provides **money** based on an expectation of receiving at some future time a larger amount of **money** or something with a greater monetary value than the **money** provided. However, this exclusion does not apply to **cyber victim expenses**.

D. LIMITS

The Member Annual Aggregate Limit shown in the Schedule of this Summary of Benefits under the applicable **insured program** is the most we will pay for all loss, damage or expense for any one **member** arising during any one policy period for all coverages provided by the policy. If the **insured program** includes coverage for family members, then the Member Annual Aggregate Limit is the most we will pay for all loss, damage or expense for all **members** associated with any one **primary member** for all coverages provided by the policy. This limit shall apply to the total of all loss, damage or expense arising from all **stolen identity events** discovered during such policy period.

The Coverage Aggregate Limit for each coverage shown in the Schedule of this Summary of Benefits under the applicable **insured program** is the most we will pay for all loss, damage or expense for any one **member** arising during any one policy period for such coverage. If the **insured program** includes coverage for family members, then the Coverage Aggregate Limit is the most we will pay for all loss, damage or expense for all **members** associated with any one **primary member** for such coverage. This limit shall apply to the total of all loss, damage or expense arising from all **stolen identity events** discovered during such policy period.

If any **occurrence** causes loss, damage or expense in more than one policy period, all such loss, damage and expense will be subject to the Member Annual Aggregate Limit of the first policy period in which the **occurrence** was discovered.

Fraud costs resulting from Item a.(2). (**online scams**) of the definition of **fraud event** is subject to the sublimit shown in the Schedule of this Summary of Benefits. This sublimit is part of, and not in addition to, the Online Fraud Coverage Limit.

The most we will pay for **cryptocurrency** under Online Fraud coverage is the sublimit shown in the Schedule of this Summary of Benefits. This sublimit is part of, and not in addition to, the Online Fraud Coverage Limit.

The most we will pay for **NFT collectibles** under Online Fraud coverage is the sublimit shown in the Schedule of this Summary of Benefits. This sublimit is part of, and not in addition to, the Online Fraud Coverage Limit.

The most we will pay for **cyber victim expenses** under all coverages provided by the policy is the sublimit shown in the Schedule of this Summary of Benefits. This sublimit is part of, and not in addition to, the Member Annual Aggregate Limit.

The most we will pay for **online privacy and protection costs** under all coverages provided by the policy is the sublimit shown in the Schedule of this Summary of Benefits. This sublimit is part of, and not in addition to, the Member Annual Aggregate Limit.

E. DEDUCTIBLE

We will pay only that part of the total payable loss that exceeds the Member Deductible shown in the Schedule of this Summary of Benefits under the applicable **insured program**, subject to the applicable limits shown in the Schedule of this Summary of Benefits.

The **member** will be responsible for the applicable Member Deductible under the applicable **insured program**, if shown in the Schedule of this Summary of Benefits.

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F. CONDITIONS

The following conditions apply to all coverages under the policy:

1. **Assignment**

   Assignment of the policy will not be valid unless we give our written consent.

2. **Bankruptcy**

   Our obligations under the policy will not be relieved by the bankruptcy or insolvency of a **member** or **provider**.

3. **Cancellation/Termination**

   a. The **provider** may cancel the policy at any time by informing us in writing of the date cancellation is to take effect.

   b. We may cancel the policy only for the reasons stated below by informing the **provider** in writing of the date cancellation takes effect. This cancellation notice may be delivered to the **provider**, or mailed to the **provider** at their mailing address shown in the Declarations of the policy. Proof of mailing will be sufficient proof of notice.

      (1) When the **provider** has not paid the premium, we may cancel at any time by letting the **provider** know at least 10 days prior to the date cancellation takes effect.

      (2) When the policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting the **provider** know at least 10 days prior to the date cancellation takes effect.

      (3) When the policy is a renewal with us or has been in effect for 60 days or more, we may cancel:

         (i) If there has been a material misrepresentation which if known to us would have caused us not to issue the policy; or

         (ii) If the risk has changed substantially since the policy was issued.

         This can be done by letting the **provider** know at least 30 days before the date cancellation takes effect.

      (4) When the policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting the **provider** know at least 30 days before the cancellation takes effect.

   c. When the policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

   d. If the return premium is not refunded with the notice of cancellation or when the policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

   e. The **provider** is responsible for informing **members** of a non-renewal or cancellation of the policy.

   f. **Member** coverage under the policy shall terminate upon the termination of the **primary member's** enrollment in the **insured program** or the termination of the policy, in accordance with the terms of the policy, whichever is earlier.

4. **Changes**

   The policy contains all the agreements between the **provider** and us concerning the insurance afforded. The **provider** shown in the Schedule of this Summary of Benefits is authorized to make changes in the terms of the policy with our consent. The policy's terms can be waived or amended only by endorsement issued by us and made a part of the policy. The **provider** is responsible for informing **members** of any changes to the policy.

5. **Concealment or Fraud**

   We do not provide coverage to a **member** who, whether before or after a loss, has:

   a. Intentionally concealed or misrepresented any material fact or circumstance;

   b. Engaged in fraudulent conduct; or

   c. Made false statements;

   relating to this insurance.

6. **Confidentiality**

   With respect to Cyber Extortion coverage, **members** must make every reasonable effort to not divulge the existence of this coverage.

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7. **Due Diligence**

   Members must agree to use due diligence to prevent and mitigate costs covered under the policy. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

   a. Providing and maintaining appropriate system and data security; and

   b. Maintaining and updating at appropriate intervals backups of electronic data.

8. **Duties After Loss**

   In the event of a **stolen identity event** insured under the policy:

   a. The **member** must see that the following are done:

      (1) Notify the police in writing if a law may have been broken.

      (2) As soon as possible, give us a description of the **stolen identity event**.

      (3) Cooperate with us in the investigation or settlement of the **stolen identity event**.

      (4) Provide to us, within 60 days after our request, receipts, bills, documents and other physical or electronic records that support the claim.

   b. We have the right to:

      (1) Examine **member's computing device** and **connected home device**, including a forensic analysis, and other physical or electronic records; and

      (2) Make copies from such devices and records.

9. **Legal Advice**

   We are not the **members'** or **provider's** legal advisor. Our determination of what is or is not insured under the policy does not represent advice or counsel from us about what a **member** should or should not do.

10. **Nonrenewal**

    We may elect not to renew the policy. We may do so by delivering to the **provider**, or mailing to the **provider** at their mailing address shown in the Declarations of the policy, written notice at least 30 days before the expiration date of the policy. Proof of mailing will be sufficient proof of notice.

11. **Other Insurance**

    We shall be excess over any other insurance (including, without limitation, cyber insurance), product warranty, extended services agreement or contract. The policy is specifically excess of any cyber insurance policy carried by the **member**, in addition to any other form of recovery available to the **member** that applies to a loss under the policy.

12. **Premium**

    a. The premium shown in the Declarations of the policy was computed based on rates in effect at the time the policy was issued. Other than documented and verifiable change in applicable insurance premium taxes or legal or regulatory requirements requiring a change in the rates, we will only modify rates on the renewal effective date of the policy.

    b. Premium will be calculated in accordance with the reporting and the rates shown in the Declarations of the policy, prorated based on the Reporting Period shown in the Declarations of the policy. We will issue a premium invoice to the **provider** within ten (10) business days of receipt of such reporting.

13. **Services**

    a. We will only pay under the policy for services that are provided by service providers approved by us. **Members** must obtain our prior approval for any service provider whose expenses they want covered under the policy. We will not unreasonably withhold such approval.

    b. **Members** will have a direct relationship with service providers paid for in whole or in part under the policy. Those firms work for the **members**.

    c. With respect to any services provided by any service provider paid for in whole or in part under the policy:

       (1) The effectiveness of such services depends on **members'** cooperation and assistance.

       (2) We do not warrant or guarantee that services will be available or applicable to all individuals.

       (3) We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

14. **Suit Against Us**

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No action can be brought against us unless there has been full compliance with all of the terms and conditions of the policy and the action is started within two years after the date of loss.

15. **Transfer of Rights of Recovery Against Others to Us**

    If any **member** for whom we make payment under the policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. The **member** must do everything necessary and reasonable to secure our rights and must do nothing after loss to impair them.

16. **Valuation**

    We will determine the value of **money**, **securities**, **cryptocurrency**, **NFT collectibles** and tangible property as follows:

    a. Our payment for loss of **money** or loss payable in **money** will be, at the **member's** option, in the **money** of the country in which the **cyber extortion event** or **fraud event** took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal on the date that the payment of **money** occurred as a result of the **fraud event** or was made in response to the **cyber extortion event**.

    b. Our payment for loss of **securities** and **NFT collectibles** will be their value at the date and time the transfer of **securities** and **NFT collectibles** occurred as a result of the **fraud event** or was made in response to the **cyber extortion event**. At our option, we may:

       (1) Pay the value of such **securities** and **NFT collectibles** to the **member** or replace them in kind, in which event the **member** must assign to us all of their rights, title and interest in those **securities**, and **NFT collectibles**; or

       (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**; provided that we will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the value of the **securities** at the close of business on the date the transfer of **securities** occurred as a result of the **fraud event** or was made in response to the **cyber extortion event**.

    c. Our payment of **cryptocurrency** will be its value at the date and time the transfer of **cryptocurrency** occurred as a result of the **fraud event** or was made in response to the **cyber extortion event**.

    d. Our payment for the loss of tangible property will be the smallest of:

       (1) The cost to replace the tangible property with like kind, quality and capacity; or

       (2) The amount the **member** actually spends that is necessary to replace the tangible property.

       We will not pay the **member** on a replacement costs basis for any loss of tangible property until such property is actually replaced. If the lost property is not replaced within 12 months after the loss, we will pay the **member** the actual cash value of the tangible property on the date the transfer of tangible property occurred as a result of the **fraud event** or was made in response to the **cyber extortion event**.

17. **Venue and Choice of Law**

    Any dispute arising out of or related to the policy, or with respect to the application of or the interpretation of the policy, shall be governed by the laws of the state of Arizona, without giving effect to the principles of conflict of laws.

18. **Waiver or Change of Policy Provisions**

    A change or waiver of a provision of the policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

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