

## EVIDENCE OF COVERAGE ENDORSEMENT

### CYBER CRIME COVERAGE

This Evidence of Coverage Endorsement is provided to inform you that as a customer of [NortonLifeLock] who is enrolled in a [NortonLifeLock] Identity Theft Protection Program with identity theft insurance protection that includes Cyber Crime Coverage, you are entitled to certain benefits under the Cyber Crime Endorsement to the Policy (the “Endorsement”), as set forth below. This Evidence of Coverage Endorsement does not state all of the terms, conditions, and exclusions of the Endorsement. Your benefits will be subject to all of the terms, conditions and exclusions of the Endorsement and the Policy, even if they are not mentioned in the Evidence of Coverage or this Evidence of Coverage Endorsement. Your entitlement to Cyber Crime Coverage benefits under the Endorsement will terminate as set forth herein. A complete copy of the Endorsement will be provided to you upon request.

THE LIMITS OF INSURANCE SHOWN IN THE CYBER CRIME COVERAGE SCHEDULE BELOW (THE “SCHEDULE”) REFLECT THE MOST THAT WILL BE PAID ON YOUR BEHALF UNDER THE ENDORSEMENT AND WILL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY ALL AMOUNTS PAID UNDER THE ENDORSEMENT DURING EACH COVERAGE TERM.

PLEASE READ THIS ENTIRE EVIDENCE OF COVERAGE ENDORSEMENT CAREFULLY.

#### CYBER CRIME COVERAGE SCHEDULE

Insurance is provided only if a Limit of Insurance is shown below:

	<b>Limit of Insurance</b>
<b>Data Recovery &amp; System Restoration Coverage</b>	<b>\$5,000 each Insured Event/Aggregate</b>
<b>Social Engineering Coverage</b>	<b>\$50,000 each Insured Event/Aggregate</b>
<b>Digital Currency Crime Coverage</b>	<b>\$50,000 each Insured Event/Aggregate</b>
<b>Cyber Extortion Coverage</b>	<b>\$50,000 each Insured Event/Aggregate</b>
<b>Cyber Bullying Coverage</b>	<b>\$50,000 each Insured Event/Aggregate</b>
<b>Maximum Aggregate Limit of Insurance</b>	<b>\$50,000</b>

Cyber Crime Coverage is subject to its own terms, conditions, definitions, exclusions, limits and other provisions, as set forth herein and the Endorsement, and except as it expressly states, this Evidence of Coverage Endorsement does not modify any of the terms or provisions of the Evidence of Coverage or the Policy. All other provisions of the Policy apply.

#### **DEFINITIONS**

Words and phrases that appear in this Evidence of Coverage Endorsement in bold font or with an initial capital letter have special meaning. If a term appears in this Evidence of Coverage Endorsement in bold font or with an initial capital letter and is not defined herein, refer to the definitions section of the Evidence of Coverage and the Policy. The following definitions apply to this Evidence of Coverage Endorsement, whether expressed in singular or plural form:

**A. Act of Cyber Terrorism** means the premediated use of disruptive activities, or the threat to use disruptive activities, against a Connected Device, including any associated network and data stored thereon, with the intention to cause harm, to further social, ideological, religious, political, or similar objectives, or to intimidate any person in furtherance of such objective.

**B. Attack Vector** means the method or combination of methods that are used in a Hacking Attack.

**C. Business Identity Theft** means the theft or unauthorized, unlawful or fraudulent use, access or transfer of a means of identifying a Business, with the intent to commit a crime, or aid or abet another to commit a crime, including the theft or fraudulent use of a Business name, federal or state tax identification number, or other Business records or information to establish corporate credit accounts, secure loans or enter into contracts.

**D. Connected Device** means any electronic device or appliance, including, but not limited to, any Computing Device, appliance, thermostat, entertainment system, camera, or home security, smoke or fire monitoring system that can send and receive data and is connected to the Internet (also known as “smart devices”). Connected Device does not include any motor vehicle, watercraft, aircraft or other vehicle.

**E. Connected Device Attack** means an event caused by a malicious attack upon or other intentional or unauthorized or unexpected interference with a Connected Device, which is intended by the perpetrator to overwhelm the capacity of the Connected Device by sending an excessive volume of data to such Connected Device to deny, restrict or hinder access to such Connected Device.

**F. Connected Device Virus** means malicious software intentionally designed to insert itself by a variety of forms into a Connected Device to damage, destroy, corrupt, overload or otherwise impair the functionality of such Connected Device. Connected Device Virus includes, but is not limited to, worms, Trojans, spyware, dishonest adware and malware.

**G. Coverage Term** means the period of coverage for Cyber Crime Coverage under the Endorsement for any Insured, beginning on the Commencement Date or the effective date of the Policy Period, whichever is later, and ends at the earlier of:

1. the natural expiration or termination of the Policy Period;
2. the Termination Date; or
3. the effective date of cancellation or termination of the Policy.

No Coverage Term shall begin before the effective date of the Policy Period.

**H. Covered Device** means any Connected Device that is owned or leased, and operated, by an Insured.

**I. Criminal Proceedings** means any governmental action, indictment or investigation for the enforcement of criminal laws, including offenses for which conviction could result in imprisonment and/or criminal fine(s).

**J. Cyber Bullying** means a series of two or more willful and repeated or continuing acts of online or virtual harassment or intimidation, including embarrassment, humiliation, defamation of character, slander, invasion of privacy or threats of violence, committed using a computer, telephone, mobile device or other electronic device. Cyber Bullying methods include, but are not limited to, the use of texting, instant messaging, chat rooms, and messages, photos and other content posted on the Internet or social networking sites with the intent to harass and intimidate.

**K. Cyber Bullying Expenses** means any of the following directly resulting from a Cyber Bullying Incident:

1. reasonable and necessary costs to retain the services of a Therapist to diagnose and treat the mental anguish or injury caused by a Cyber Bullying Incident, provided such Therapist is retained within 12 months after the Cyber Bullying Incident is discovered;
2. lost salary or wages due to the Insured being unable to work during the first 120 days after the Cyber Bullying Incident is discovered;
3. reasonable and necessary childcare or caregiver expenses, provided such services are retained within 120 days after the Cyber Bullying Incident is discovered;

4. reasonable and necessary expenses to temporarily relocate the Insured, provided such relocation occurs within 120 days after the Cyber Bullying Incident is discovered;
5. for a Minor Member, reasonable and necessary temporary private tutoring expenses due to the Minor Member being unable to attend school, provided such tutoring services are retained within 120 days after the Cyber Bullying Incident is discovered;
6. for a Minor Member, unreimbursed tuition, new school enrollment fees and/or the increase in tuition to transfer the Minor Member to another school, provided such transfer occurs within 120 days after the Cyber Bullying Incident is discovered;
7. reasonable and necessary fees and costs to retain a digital forensic analyst or professional cyber security consultant, provided such services are retained within 12 months after the Cyber Bullying Incident is discovered; and
8. Internet Clean-Up Costs

**L. Cyber Bullying Incident** means Cyber Bullying directed at an Insured, which causes the Insured to suffer mental anguish or mental injury, as diagnosed by a Therapist.

**M. Cyber Extortion Expenses** means reasonable and necessary costs and expenses, other than Cyber Extortion Monies, that directly result from a Cyber Extortion Threat, including the cost to retain or hire a Third Party specializing in IT security to determine the validity and severity of a Cyber Extortion Threat and/or provide advice regarding how best to respond to a Cyber Extortion Threat.

**N. Cyber Extortion Monies** means Money or Digital Currency that an Insured pays to a person or group reasonably believed to be responsible for a Cyber Extortion Threat in order to prevent or terminate such Cyber Extortion Threat.

**O. Cyber Extortion Threat** means a reasonably credible threat, or a series of related reasonably credible threats, made by a perpetrator to an Insured, and in which the perpetrator threatens to undertake any one or more of the following activities unless the Insured pays the perpetrator Cyber Extortion Monies:

1. steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse Private Information contained in a Covered Device;
2. infect a Covered Device with a Virus;
3. corrupt, damage, disable, destroy or alter a Covered Device; or
4. deny, restrict or hinder access to a Covered Device, including the threat of a Denial Of Service Attack.

**P. Cyber War** means any harmful act conducted using a Connected Device or a Computer System (or a series of related, repeated or continuing harmful acts conducted using one or more Connected Devices or Computer Systems) directed against one or more computers, Connected Devices, Computer Systems or networks that is committed by, at the direction of, or under the control of a sovereign state, and which is:

1. conducted as part of a War; or
2. of sufficient intensity, scale or effort to cause a major detrimental impact on: (i) the functioning of another sovereign state due to disruption of the availability, delivery or integrity of any Essential Service in such sovereign state; or (ii) the security or defense of another sovereign state.

**Q. Data Recovery Expenses** means the costs to retain a Data Recovery Service Provider to retrieve, replace or restore an Insured's electronic data that has been lost, damaged or corrupted in a Hacking Attack. If the Data Recovery Service Provider determines that the Insured's data cannot be retrieved, replaced or restored, We will reimburse only the actual and necessary Data Recovery Expenses incurred up to the date of such determination. Data Recovery Expenses does not include costs to research, recreate or replace software programs or operating systems

that are obsolete or not commercially available, or data that cannot reasonably be replaced, including, but not limited to, photographs, music, movies or other media or recordings for which no back-up is available.

**R. Data Recovery Service Provider** means a provider who specializes in recovering lost, damaged or corrupted electronic data.

**S. Denial Of Service Attack** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a Covered Device by sending an excessive volume of data to such Covered Device to deny, restrict or hinder access to such Covered Device.

**T. Digital Currency** means a medium of exchange that:

1. is digital and decentralized;
2. uses blockchain to manage and record transactions; and
3. is stored by a Digital Currency Exchange.

Digital Currency does not include Money or Securities.

**U. Digital Currency Crime Event** means an Insured's loss of Digital Currency which is fraudulently taken from the Insured as a direct result of a Hacking Attack.

**V. Digital Currency Exchange** means an online platform or service domiciled in the United States of America that provides a virtual platform to buy, sell, trade and store Digital Currency.

**W. Essential Service** means any service that is necessary for the proper operation of the vital functions of a sovereign state, including, but not limited to, health care services, emergency services, financial services (including services related to financial institutions and associated financial market infrastructure), utility services and/or services that are essential for the proper operation of the food, energy and/or transportation sector.

**X. Family Plan** means a Membership Program issued to a single family that provides coverage for the members of that family.

**Y. Family Plan Insured** means a person who is covered under a Family Plan, which includes Cyber Crime Coverage.

**Z. Financial Fraud Loss** means an Insured's loss of Money or Securities which is fraudulently taken from the Insured as a direct result of a Social Engineering Event.

**AA. Hacking Attack** means a malicious or unauthorized electronic attack that is initiated by a perpetrator, directed at or enacted upon a Covered Device, including:

1. unauthorized access to, or unauthorized use of, the Covered Device, including any such unauthorized access or unauthorized use resulting from the theft of a password from the Covered Device or from an Insured;
2. a Denial Of Service Attack; or
3. infection of the Covered Device with a Virus.

**BB. Individual Plan Insured** means a person who purchases a Membership Program, that includes Cyber Crime Coverage, for the sole and exclusive benefit and protection of that person.

**CC. Insured Event** means:

1. solely with respect to Insuring Agreement 1., a Hacking Attack;
2. solely with respect to Insuring Agreement 2., a Social Engineering Event;
3. solely with respect to Insuring Agreement 3., a Digital Currency Crime Event;
4. solely with respect to Insuring Agreement 4., a Cyber Extortion Threat; and
5. solely with respect to Insuring Agreement 5.; a Cyber Bullying Incident.

**DD. Insured** means an Individual Plan Insured and a Family Plan Insured.

**EE. Internet Clean-Up Costs** means reasonable and necessary fees and costs to retain a lawyer, digital forensic analyst or professional cyber security consultant to remove content posted on the Internet by the perpetrator of a Cyber Bullying Incident.

**FF. Loss** means:

1. solely with respect to Insuring Agreement 1., Data Recovery Expenses and System Restoration Costs;
2. solely with respect to Insuring Agreement 2., Financial Fraud Loss;
3. solely with respect to Insuring Agreement 3., an Insured's loss of Digital Currency as a direct result of a Digital Currency Crime Event;
4. solely with respect to Insuring Agreement 4., Cyber Extortion Expenses and Cyber Extortion Monies; and
5. solely with respect to Insuring Agreement 5., Cyber Bullying Expenses.

**GG. Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and Money orders held for sale to the public. Money does not include Digital Currency or Securities.

**HH. Other Property** means any tangible property, other than Money or Securities, which has intrinsic value.

**II. Phishing Attack** means the use by a perpetrator of fraudulent and intentionally deceptive telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate a legitimate or trustworthy contact, organization or person to solicit Money or Securities.

**JJ. Private Information** means the Personally Identifiable Information of or about an Insured or of any other person that is in an Insured's possession or entrusted to the Insured solely because of the Insured's activities or responsibilities in connection with volunteer work for a non-profit organization or other non-Business related activity. Private Information does not include any Business records or information, including proprietary information.

**KK. Private Key** means a string of letters and/or numbers that are used to access and manage Digital Currency and/or secure and verify Digital Currency transactions.

**LL. Related Hacking Attack** means a Hacking Attack with:

1. the same actor or coordinated group of actors;
2. the same Attack Vector;
3. the same vulnerability; or
4. the common impacted vendor or group of impacted vendors as any other person or entity holding this cyber insurance through United Specialty Insurance Company, Inc. or State National Insurance Company, Inc.

Related Hacking Attack does not include a Hacking Attack which deceives or manipulates any Insured to execute subsequent, intervening actions in order to constitute or cause the Loss.

**MM. Related Loss** means:

1. two or more Insured Events involving any one Insured which have as a common nexus any fact, circumstance, situation, event or cause, or a series of causally connected facts, circumstances, situations, events or causes;

2. two or more notices to [NortonLifeLock] and/or Us of an Insured Event involving any one Insured, which arise from the same or continuing Insured Event; or
3. a single Insured Event involving multiple Family Plan Insureds who are covered under the same Family Plan.

**NN. Securities** means negotiable or non-negotiable instruments or contracts representing Money or Other Property. Securities does not include Money or Digital Currency.

**OO. Social Engineering Event** means:

1. Wire Transfer Fraud;
2. a Phishing Attack directed at an Insured, which fraudulently induces the Insured to willingly transfer, pay or deliver Money or Securities to an unintended party through a traceable means of delivery, including, but not limited to, check, wire transfer or credit or debit card payment, but excluding cash; or
3. the theft of Money or Securities from an Account as a result of a Hacking Attack.

**PP. System Restoration Costs** means reasonable and necessary costs to retain a qualified service provider to restore a Covered Device to the same level of functionality that existed prior to a Hacking Attack, including services such as replacing or reinstalling computer software programs, removing a Virus, and configuring or correcting the configuration of the Covered Device.

System Restoration Costs does not include:

1. any costs to upgrade or increase the speed, capacity or utility of the Covered Device to a level that exceeds that which existed prior to the Hacking Attack;
2. any costs that exceed the actual cash value of the Covered Device; or
3. an Insured's time or labor.

**QQ. Therapist** means a Third Party qualified psychologist or other mental health professional who is licensed and/or certified under the laws of the jurisdiction in which mental health treatment is given to an Insured resulting from a Cyber Bullying Incident and who is not a relative of the Insured.

**RR. Third Party** means:

1. with respect to an Individual Plan Insured, any entity, company, organization or person who is not the Individual Plan Insured; and
2. with respect to a Family Plan Insured, any entity, company, organization or person who is not the Family Plan Insured and who is not covered under the same Family Plan as the Insured.

**SS. Unauthorized Trading** means trading, which at the time of the trade, exceeds permitted financial limits set by a Financial Institution or a Digital Currency Exchange or is outside of permitted product lines.

**TT. Virus** means malicious software intentionally designed to insert itself by a variety of forms into a Covered Device to damage, destroy, corrupt, overload or otherwise impair the functionality of such Covered Device. Virus includes, but is not limited to, worms, Trojans, spyware, dishonest adware and malware.

**UU. War** means the use of physical force by a sovereign state against another sovereign state (whether war is declared or not) or as part of an invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation, nationalization, requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.

**VV. We, Us and Our** means United Specialty Insurance Company, Inc.

**WW. Widespread Event** means an Act of Cyber Terrorism or a Related Hacking Attack that impacts 200 other persons holding this cyber insurance through United Specialty Insurance Company, Inc. or State National Insurance Company, Inc. that is discovered, or should have been discovered, within 90 days of the first such person discovering, or when the first such person should have discovered, such Act of Cyber Terrorism or Hacking Attack.

**XX. Wire Transfer Fraud** means an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a Financial Institution, directing such Financial Institution to debit, transfer, withdraw or disburse Money or Securities from an Account, which instruction purports to have been transmitted by an Insured, but was in fact fraudulently transmitted by a perpetrator without the Insured's knowledge or consent. Wire Transfer Fraud does not include fraud committed against any Business, commercial or non-consumer account or any Digital Currency account.

## **I. CYBER CRIME COVERAGE UNDER THE ENDORSEMENT**

### **A. Insuring Agreements**

The following Insuring Agreements reflect the Cyber Crime Coverage that is provided under the Endorsement.

1. **Data Recovery & System Restoration Coverage.** Subject to the Limit of Insurance shown in this Schedule, We shall reimburse an Insured under the Endorsement for Data Recovery Expenses and System Restoration Costs that the Insured incurs solely and directly because of a Hacking Attack, provided always that:

- a. the Hacking Attack occurs after the Commencement Date;
- b. the Insured first discovers the Hacking Attack during the Coverage Term;
- c. the Insured reports the Hacking Attack to [NortonLifeLock] as soon as practicable during the Coverage Term, but no later than 60 days after the expiration or termination of the Coverage Term; and
- d. the Insured provides clear evidence that the Data Recovery Expenses and System Restoration Cost directly result from a Hacking Attack.

2. **Social Engineering Coverage.** Subject to the Limit of Insurance shown in this Schedule, We shall reimburse an Insured under the Endorsement for Financial Fraud Loss that the Insured sustains solely and directly because of a Social Engineering Event, provided always that:

- a. the Social Engineering Event occurs after the Commencement Date;
- b. the Insured first discovers the Social Engineering Event during the Coverage Term;
- c. the Insured reports the Social Engineering Event to [NortonLifeLock] as soon as practicable during the Coverage Term, but no later than 60 days after expiration or termination of the Coverage Term; and
- d. the Insured provides written confirmation to Us that the Insured's Financial Institution has refused to reverse or prevent a payment transaction, or to indemnify or reimburse the Insured for the Financial Fraud Loss.

3. **Digital Currency Crime Coverage.** Subject to the Limit of Insurance shown in this Schedule, we shall reimburse an Insured under the Endorsement for the loss of Digital Currency that the Insured sustains solely and directly because of a Digital Currency Crime Event, provided always that:

- a. the Digital Currency Crime Event occurs after the Commencement Date;
- b. the Insured first discovers the Digital Currency Crime Event during the Coverage Term;

c. the Insured reports the Digital Currency Crime Event to [NortonLifeLock] as soon as practicable during the Coverage Term, but no later than 60 days after expiration or termination of the Coverage Term; and

d. the Insured provides written confirmation to Us that the Insured's Digital Currency Exchange has refused to reverse or prevent a payment transaction, or to indemnify or reimburse the Insured for the loss of Digital Currency.

4. **Cyber Extortion Coverage.** Subject to the Limit of Insurance shown in this Schedule, We shall reimburse an Insured under the Endorsement for Cyber Extortion Expenses and Cyber Extortion Monies that the Insured incurs solely and directly because of a Cyber Extortion Threat, provided always that:

a. the Cyber Extortion Threat occurs after the Commencement Date;

b. the Insured first discovers the Cyber Extortion Threat during the Coverage Term;

c. the Insured reports the Cyber Extortion Threat to [NortonLifeLock] as soon as practicable during the Coverage Term, but no later than 60 days expiration or termination of the Coverage Term; and

d. the Insured makes every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation before surrendering any Cyber Extortion Monies in response to a Cyber Extortion Threat.

5. **Cyber Bullying Coverage.** Subject to the Limit of Insurance shown in this Schedule, We shall reimburse an Insured under the Endorsement for Cyber Bullying Expenses that the Insured incurs solely and directly because of a Cyber Bullying Incident, provided always that:

a. the Cyber Bullying Incident occurs after the Commencement Date;

b. the Insured first discovers the Cyber Bullying during the Coverage Term; and

c. the Insured reports the Cyber Bullying to [NortonLifeLock] as soon as practicable during the Coverage Term, but no later than 60 days after expiration or termination of the Coverage Term.

## B. Free Choice of lawyers and Service Providers

1. An Insured shall have complete freedom of choice in the selection of lawyers and/or service providers to assist the Insured in any Insured Event. However, reimbursement of any costs, fees or charges of any lawyers or service provider shall be limited to a maximum hourly rate of \$400.

2. An Insured will have a direct relationship with any lawyers or service providers the Insured retains, whether paid for in whole or in part under the Endorsement. All lawyers and service providers work for the Insured.

## II. **LIMIT OF INSURANCE/OUR LIABILITY UNDER THE ENDORSEMENT**

Subject to the provisions set forth below, the Limit of Insurance shown in the Schedule reflects the most that We will pay under the Endorsement. The Limit of Insurance applies to each Coverage Term and the Limit of Insurance applicable to an Insured Event will be applied to the Coverage Term when the Insured Event is discovered.

### A. **Limit of Insurance**

#### 1. **Individual Plan Insureds**

The Limit of Insurance shown in the Schedule is the most We will reimburse on behalf of the Individual Plan Insured under the Endorsement for all Losses arising from any one Insured Event and in the aggregate for all Insured Events that occur after the Commencement Date and are first discovered during the

Coverage Term, regardless of the number of Insured Events. If any Limit of Insurance is exhausted, Our obligations under that Insuring Agreement to which such Limit of Insurance applies will end.

2. Family Plan Insureds

The Limit of Insurance shown in the Schedule is the most We will reimburse on behalf of a Family Plan Insured under the Endorsement for all Losses arising from any one Insured Event and in the aggregate for all Insured Events that occur after the Commencement Date and are first discovered during the Coverage Term, regardless of the number of Insured Events or Family Plan Insureds involved who are covered under the same Family Plan. All Family Plan Insureds share in the same Limit of Insurance if covered under the same Family Plan. If any Limit of Insurance is exhausted, Our obligations under that Insuring Agreement to which such Limit of Insurance applies will end.

3. Maximum Aggregate Limit of Insurance

The Maximum Aggregate Limit of Insurance shown in the Schedule is the most We will pay under the Endorsement on behalf of an Individual Plan Insured or on behalf of all Family Plan Insureds covered under the same Family Plan for all Insured Events, regardless of the number of Insured Events, Insureds or Insuring Agreements during each Coverage Term. All amounts that We pay under the Endorsement will reduce, and may completely exhaust, the Maximum Aggregate Limit of Insurance for the Coverage Term.

B. Related Loss

All Related Loss will be treated as follows:

1. Related Loss will be considered a single Insured Event and only one Limit of Insurance shown in the Schedule will apply, even if the series of Insured Events continue after the Coverage Term and regardless of the number of Family Plan Insureds that suffer the Related Loss or applicable Insuring Agreements;

2. Related Loss will be considered to have been discovered on the date the earliest Related Loss was first discovered by the Insured and deemed to be first reported to [NortonLifeLock] on the date the earliest of the Related Loss is reported to [NortonLifeLock]; and

3. Related Loss will be subject to the applicable Limit of Insurance of the Endorsement in effect when the earliest of the Related Losses is first discovered and reported to Us.

**III. EXCLUSIONS OF THE ENDORSEMENT**

The following Exclusions apply to all Insuring Agreements of the Endorsement.

The Endorsement does not apply to, and We have no obligation to pay for:

A. any amounts incurred by an Insured in disputes with respect to this insurance, including questions as to whether amounts are reimbursable under the Endorsement.

B. any costs to replace or repair any property, hardware or any Covered Device; however, at Our sole discretion, We may pay to replace or repair any property, hardware or any Covered Device if doing so reduces the amount of Loss reimbursable under the Endorsement.

C. any amounts incurred by an Insured to institute legal proceedings against any person or organization.

D. any Loss arising from an intentional false report of an Insured Event made by an Insured, whether acting alone or in collusion with others; however, this Exclusion does not apply to any Insured who did not commit, participate in, or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

E. any Loss arising from any willful, intentional, malicious, fraudulent, dishonest or criminal act or intentional violation of law committed by an Insured, whether acting alone or in collusion with others; however, this Exclusion does not apply to any Insured who did not commit, participate in, or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

F. any Loss arising from:

1. fire, smoke, explosion, leakage, lightning, wind, water, flood (including waves, tidal waves, or the rising or overflow of, or breaking out of, a body of water, whether natural or manmade), earthquake, volcanic eruption, landslide, hail, extreme weather, force majeure, or any other natural or physical event, however caused;

2. any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, asbestos, vapor, soot, fumes, acids, alkalis, chemicals and waste (“waste” includes materials to be recycled, reconditioned or reclaimed), whether or not such presence results from an Insured’s activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or

3. any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to, or assess the effects of, pollutants or contamination of any kind.

G. any Loss arising from the seizure, confiscation, commandeering, nationalization, requisition or destruction of, or damage to, any property, including any Covered Device, data, hardware or equipment by, or under order of, any government or public authority for whatever reason.

H. any Loss:

1. directly or indirectly arising from any War, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss;

2. directly or indirectly arising from any action taken by a government authority to hinder, control, prevent, suppress or defend against any War; or

3. arising from any Cyber War.

I. any Insured Event which occurred prior to the Commencement Date

J. any Insured Event which was known to any Insured prior to the Coverage Term.

K. physical damage or injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof.

L. any damage to a motor vehicle, watercraft, aircraft or other vehicle.

M. any Loss arising from a breach of, or liability assumed by an Insured under, any written or oral contract or agreement.

N. any Loss arising from any activities of, or relating to, a Business owned or operated by an Insured; or any Insured’s activities as a stockholder, owner, manager, agent, partner, officer, director, paid employee or contractor of any for-profit or non-profit organization.

O. any Loss arising from an Insured’s civic or public activities, including the Insured’s pursuit or holding of any public office.

P. any Loss arising from illness, substance abuse or death.

Q. any costs to comply with any order, grant or agreement to provide non-monetary relief.

R. any Stolen Identity Event or Business Identity Theft.

S. any Loss arising from any electrical or mechanical surge, failure or interruption, including electrical disturbance, spike, brownout or blackout; or a total, partial, temporary or intermittent outage, failure, disruption or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, Internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure.

T. any fines, penalties, taxes or sanctions imposed by law, or any matters deemed uninsurable under applicable law.

U. any judgments, awards or settlement amounts an Insured is legally obligated to pay to a Third Party.

- V. Criminal Proceedings.
- W. retainers or any advanced costs.
- X. any amounts an Insured has paid, or agree to pay, as part of any service or maintenance contract, including a Computer System maintenance contract.
- Y. any Loss arising from errors or shortcomings in legitimate electronic code or code installed on any Covered Device during the manufacturing process.
- Z. any Loss arising from any Covered Device that has had its software altered from the original manufactured state (also known as “jailbroken”).
- AA. any amounts to retrieve, replace, recreate or restore any Business records or Business-related data, including any such data or records stored on any Covered Device.
- BB. any income loss caused by or resulting from Unauthorized Trading.
- CC. an Insured’s loss of Digital Currency arising from:
  1. an outage, interruption, failure, suspension or degradation of service of a Computer System owned, controlled, leased or operated by a Digital Currency Exchange;
  2. the theft of Digital Currency or Private Keys in a network attack perpetrated against a Computer System owned, controlled, leased or operated by a Digital Currency Exchange, including a Connected Device Attack or infection of such Computer System by a Connected Device Virus, which attack impacts more than one customer of the Digital Currency Exchange; or
  3. the insolvency or bankruptcy of any Digital Currency Exchange.
- DD. any Loss caused by or resulting from the use of a credit, debit or bank card or card number, password, PIN or other security code, or account number associated with a bank account, credit account, brokerage account, investment account or Digital Currency account:
  1. by any person or organization, whether acting alone or in collusion with others, who has ever been authorized by an Insured to use such card, card number, password, PIN, security code, or account number; however, this Exclusion will not apply to Financial Fraud Loss resulting from authorization obtained through deception of an Insured in a Phishing Attack;
  2. if an Insured has not complied with all terms and conditions under which such card, card number or account number was issued; or
  3. in connection with the operation of any Business.
- EE. any amounts that have been wholly or partially reversed, or reimbursed to an Insured, by a credit card company, bank or Digital Currency Exchange.
- FF. an Insured’s loss of Other Property arising out, resulting from, or involving the fraudulent or purportedly fraudulent use of a credit or debit card.
- GG. any Loss caused by or resulting from the giving or surrendering of Money, Digital Currency, Securities or Other Property in any exchange for, or purchase of, goods or services:
  1. that are not yet delivered, whether fraudulent or not;
  2. that fail to conform to advertised quality or performance; or
  3. that fail to conform to the quality or performance expected from the standpoint of an Insured.
- HH. An Insured’s indirect costs, such as lost time, lost wages, damaged reputation, or potential income, including interest and dividends, not being realized; or any time value or potential investment gain on the amount of Money, Securities or Digital Currency fraudulently taken from the Insured; however, this Exclusion does not apply to lost wages directly resulting from a Cyberbullying Incident.
- II. any Loss arising from the theft or loss of Digital Currency or a Private Key that is held on any hardware, physical device, or other physical medium.
- JJ. any Loss arising from:
  1. the theft, misappropriation or misuse of information belonging to, or in the care, custody or control of [NortonLifeLock] or any of its subsidiaries, partners or affiliates;
  2. a failure or breach of security intended to protect any Computer System that is owned, operated by, or under the control of [NortonLifeLock], including, but not limited to, that which is

caused by unauthorized access, unauthorized use, infection by malicious code, or a Connected Device Attack;

3. any outage, interruption, failure, suspension or degradation of service of any Computer System that is owned or operated by, or under the control of, [NortonLifeLock]; or

4. in whole or in part, the introduction of malicious code or other vulnerabilities into any Covered Device by way of insertion of malicious code into any software which is developed, sold or distributed by [NortonLifeLock].

KK. any Loss arising from a Widespread Event. The determination of whether an event constitutes a Widespread Event will rely upon available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to United Specialty Insurance Company, Inc. or State National Insurance Company, Inc.

#### **IV. OBLIGATIONS OF THE INSURED UNDER THE ENDORSEMENT**

##### **Duties in the Event of an Insured Event**

A. An Insured, or someone on behalf of the Minor Member, must notify [NortonLifeLock] of an Insured Event as soon as practicable during the Coverage Term but no later than 60 days after expiration or termination of the Coverage Term. Upon request, the Insured, or someone on behalf of the Minor Member, must submit a completed claim form to Us.

B. Upon request, an Insured, or someone on behalf of the Minor Member, must submit to Us any supporting receipts, bills, records or other documents within 90 days of Our request. We may also request a signed and notarized description of any Insured Event or proof of Loss.

C. An Insured, or someone on behalf of the Minor Member, must cooperate with Us fully and authorize Us to obtain records and other information.

D. Upon request, an Insured, or someone on behalf of the Minor Member, must assist Us, in the enforcement of any right against any person or organization which may be liable to the Insured because of Loss to which this insurance applies.

#### **V. CONDITIONS OF THE ENDORSEMENT**

##### **A. Other Insurance**

The coverage provided by the Endorsement is excess insurance over any other valid and collectible insurance available to an Insured under the Policy or any other policy, including any self-insured retention or deductible portion thereof, unless such insurance specifically applies as excess insurance over the insurance provided under the Endorsement. In no event will We pay more than the actual amount of Loss.

##### **B. Due Diligence**

All Insureds agree to use due diligence to prevent and mitigate any Loss covered under the Endorsement. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

1. maintaining appropriate system and data security; and
2. maintaining and updating, at appropriate intervals, back ups on external hard drives of electronic data.

##### **C. Legal Advice**

We are not an Insured's legal advisor. Our determination of what is or is not insured under the Endorsement does not represent advice or counsel from Us about what the Insured should or should not do in response to an Insured Event.

##### **D. Bankruptcy**

An Insured's bankruptcy or insolvency will not relieve Us of our Obligations under the Endorsement.

E. **Office of Foreign Assets Control**

Payment under the Endorsement shall only be made in full compliance with all United States of America economic or trade sanctions, laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control.

F. **Currency, Payments and Digital Currency Reimbursement**

1. All premium and Losses under the Endorsement shall be payable in United States dollars.
2. Adjustment of the value of Digital Currency shall be calculated as of the time the Digital Currency Crime Event occurred, up to the Limit of Insurance shown in the Schedule.