

Policy No.

PERSONAL PRIVACY, ELECTRONIC DATA AND NETWORK SECURITY BREACH EXCLUSION

This endorsement modifies the insurance policy as follows:

In consideration of the premium charged, it is agreed that Article I. COVERAGE, Section B. Exclusions, is amended by the addition of the following:

1. PERSONAL PRIVACY

To any **Claim, Damages, or Claims Expense** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged unauthorized access to, or unauthorized disclosure, or unauthorized use of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, medical records, confidential patient information, health information or any other type of nonpublic information.

In addition, this exclusion applies even if loss is claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **Insured** or others arising out of that which is described in the following ELECTRONIC DATA Exclusion.

2. ELECTRONIC DATA

To any **Claim, Damages, or Claims Expense** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged loss of, loss of use of, damage to, corruption of, unauthorized distribution of, inability to access, read, review or interpret, or inability to manipulate electronic data. As used in this Exclusion, "electronic data" means patient information, health information, credit card information, personally identifiable information, financial information, confidential information, or medical records, stored as or on, created or used on, or transmitted to or from any computer software or network, including systems and applications software, disks, CD-ROMs, tapes, drives, data processing devices, any cloud service provider or any other media.

This exclusion applies even if loss is claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **Insured** or others arising out of that which is described in the PERSONAL PRIVACY Exclusion above.

3. NETWORK SECURITY BREACH

To any **Claim, Damages, or Claims Expense** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

- a. any actual or alleged failure to prevent a third-party or employee from unauthorized access to, use of, or tampering with any hardware, software or firmware, including but not limited to any computer, network server, firewall, filter, intrusion detection system, network monitoring software, anti-virus software, associated input and output device, data storage devices, networking equipment and back-up facilities or other technology; or

Endorsement No.

- b. any actual or alleged unauthorized corrupting, or harmful software code, malware, ransomware, computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs that prevents access to any patient information, health information, credit card information, personal information, financial information, confidential information, medical records; or
- c. any actual or alleged intentional or unintentional release of patient information, health information, credit card information, personal information, financial information, confidential information, medical records via the breach of a computer system or cloud service provider.

All other terms, conditions and exclusions of the policy remain unchanged.

Endorsement No.