Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94104
Producer Code: 1035616

COALITION CYBER POLICY
POLICY DECLARATIONS

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

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

Filing Policy No.:	C-4LQL-095532-CYBER-2024	Broker:	Margarid M Rendeiro
Renewal of:	C-4LQL-095532-CYBER-2023	Broker License No.:	P111402
		Address:	100 Passaic Ave, #145 Fairfield, NJ 07004

Item 1. **Named Insured** — Ventura Country Club Community Homeowners Association, Inc.

Address — 3333 Woodgate Boulevard
Orlando, FL 32822

Item 2. **Policy Period** — From: December 15, 2024
To: December 15, 2025
Both dates 12:01 A.M. at the address stated in Item 1.

Item 3. **Policy Premium**

Premium	$2,472.00
Policy Fee (Non-Commissionable)	$100.00
FL Surplus Lines Tax (4.94%)	$127.06
Florida Surplus Lines Service Office Service Fee (0.06%)	$1.54
Total	$2,700.60

Item 4. **Aggregate Policy Limit of Liability** — $1,000,000

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

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

THIRD PARTY LIABILITY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention

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A. NETWORK AND INFORMATION SECURITY LIABILITY	$1,000,000	$2,500
B. REGULATORY DEFENSE AND PENALTIES	$1,000,000	$2,500
C. MULTIMEDIA CONTENT LIABILITY	$1,000,000	$2,500
D. PCI FINES AND ASSESSMENTS	$1,000,000	$2,500

FIRST PARTY COVERAGES

Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**	
E. BREACH RESPONSE	$1,000,000		$2,500
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS	$1,000,000		$2,500
G. CYBER EXTORTION	$1,000,000		$2,500
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	$1,000,000		$2,500
		i. Waiting period:	8 hours
		ii. Enhanced waiting period:	8 hours
I. DIGITAL ASSET RESTORATION	$1,000,000		$2,500
J. FUNDS TRANSFER FRAUD	$250,000		$12,500

Item 6. **Pre-Claim Assistance** $610

Item 7. **Insurers and Quota Share Percentage**

Insurer	**Policy No.**	**Quota Share % of Loss**	**Quota Share Limit of Liability**	**Premium**
Arch Specialty Insurance Company	CCP1016435-04	30%	$300,000	$741.60
Allianz Underwriters Insurance Company	CCP1016435-04	15%	$150,000	$370.80
Ascot Specialty Insurance Company	CCP1016435-04	15%	$150,000	$370.80
Aspen Specialty Insurance Company	CCP1016435-04	10%	$100,000	$247.20
Fortegra Specialty Insurance Company	CCP1016435-04	30%	$300,000	$741.60

The obligations of each Insurer in this Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 8. **Notification of incidents, claims, or potential claims**

By Email
Attn: Coalition Claims
claims@thecoalition.com

By Phone
1.833.866.1337

By Mail
Attn: Coalition Claims
44 Montgomery Street, Suite 4210

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		San Francisco, CA 94104	
Item 9.	**Retroactive Date**	Full Prior Acts Coverage	
Item 10.	**Continuity Date**	December 15, 2020	
Item 11.	**Optional Extended Reporting Period**	Additional premium: Extended period:	N/A N/A
Item 12.	**Choice of Law**	FL	

Item 13. Endorsements and Forms Effective at Inception

POLICY DECLARATIONS	SP 14 797 0221
SIGNATURE PAGE - USA	CYUSP-00NT-000002-0824-02
SIGNATURE PAGE ARCH	CYUSP-00NT-000006-0922-00
SIGNATURE PAGE ASCOT	CYUSP-00NT-000004-0922-00
SIGNATURE PAGE FORTEGRA	CYUSP-00NT-000003-0323-01
SIGNATURE PAGE ASPEN SPECIALTY INSURANCE COMPANY	CYUSP-50NT-000003-0124-01
COALITION CYBER POLICY	SP 14 798 0419
QUOTA SHARE ENDORSEMENT	SP 15 629 0218
SERVICE OF SUIT ENDORSEMENT	SP 14 927 0219
COMPUTER REPLACEMENT ENDORSEMENT	SP 17 514 0419
REPUTATION REPAIR ENDORSEMENT	SP 14 802 1117
REPUTATIONAL HARM LOSS	SP 16 383 0718
SERVICE FRAUD ENDORSEMENT	SP 16 183 0518
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	SP 17 252 0219
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	SP 17 255 0220
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	SP 16 296 0618
REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT -- CCPA AND GDPR	SP 17 147 1119
COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT	SP 16 777 0918
CRIMINAL REWARD COVERAGE	SP 16 670 0818
DUTY TO COOPERATE ENDORSEMENT	SP 17 274 0219
INVOICE MANIPULATION ENDORSEMENT	SP 17 813 0819
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION	SP 17 814 0819
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	SP 17 275 0219
$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	CYUSP-50EN-000004-1022-01
STATE CHANGES	SP 15 450SL 0118
ENHANCED WAITING PERIOD FOR DENIAL OF SERVICE ATTACKS	SP 14 805 1117
AFFIRMATIVE AI ENDORSEMENT	CYUSP-50EN-000039-0324-01
AMENDED DEFINITION OF INSURED - INCLUDING INDEPENDENT CONTRACTORS AND ADDITIONAL INSUREDS	CYUSP-50EN-000020-0623-02
BETTERMENT ENDORSEMENT	SP 16 883 1018
CONSENT TO SETTLEMENT CHANGE ENDORSEMENT	SP 16 003 0418
MISCELLANEOUS AMENDATORY (PREFERRED PARTNER)	SP 20 247 0422

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ENDORSEMENT	
NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT	CYUSP-50EN-000034-1223-01
PRIMARY FOR BREACH RESPONSE ENDORSEMENT	SP 18 180 0320
WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT	SP 15 810 0318
WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION	CYUSP 50EN 000009 0223 01

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

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

Authorized Representative

December 08, 2024
Date

Coalition Insurance Solutions, Inc.

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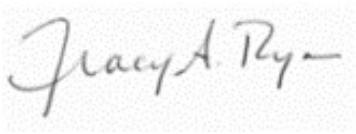
IN WITNESS WHEREOF, Allianz Underwriters Insurance Company has caused this policy to be signed by its President and Secretary.

Secretary



President

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

John Mentz
President

Regan Shulman
Secretary

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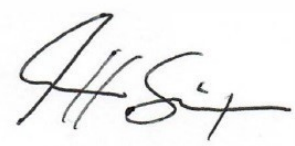
IN WITNESS WHEREOF, Ascot Specialty Insurance Company has caused this policy to be executed and attested.



Jeff A. Sipos
Corporate Secretary

Matthew C. Kramer
Chief Executive Officer

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IN WITNESS WHEREOF, Fortegra Specialty Insurance Company has caused this policy to be signed by its President and Secretary at Jacksonville, Florida, and countersigned on the declarations page by a duly authorized representative of the named insured.

President

Secretary

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San Francisco, CA 94104

IN WITNESS WHEREOF, Aspen Specialty Insurance Company has caused this policy to be signed by its President and Secretary.

President

Secretary

COALITION CYBER POLICY

SECTION I

INTRODUCTION

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

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

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

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

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

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

Coalition

THIRD PARTY LIABILITY COVERAGES

A.	NETWORK AND INFORMATION SECURITY LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure**, **data breach**, or **privacy liability**.
B.	REGULATORY DEFENSE AND PENALTIES	**We** will pay on **your** behalf **claim expenses** and **regulatory penalties** that you become legally obligated to pay resulting from a **claim** against **you** in the form of a **regulatory proceeding** for a **security failure** or **data breach**.
C.	MULTIMEDIA CONTENT LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **multimedia wrongful act**.
D.	PCI FINES AND ASSESSMENTS	**We** will pay on **your** behalf **PCI fines and assessments** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure** or **data breach** compromising payment card data.

FIRST PARTY COVERAGES

E.	BREACH RESPONSE	**We** will pay on **your** behalf **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by **you** during the **policy period**.
F.	CRISIS MANAGEMENT AND PUBLIC RELATIONS	**We** will pay on **your** behalf **crisis management costs** resulting from a **public relations event** first discovered by **you** during the **policy period**.
G.	CYBER EXTORTION	**We** will pay on **your** behalf **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.
H.	BUSINESS INTERRUPTION AND EXTRA EXPENSES	**We** will pay **business interruption loss** and **extra expenses** that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period**. The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of **computer systems** will be the period of time set forth in Item 5.H.i. of the Declarations.
I.	DIGITAL ASSET RESTORATION	**We** will pay on **your** behalf **restoration costs** that **you** incur because of the alteration, destruction, damage, theft, loss, or inability to access **digital assets** directly resulting from a **security failure** first discovered by **you** during the **policy period**.

J.	FUNDS TRANSFER FRAUD	**We** will pay on **your** behalf direct **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** first discovered by **you** during the **policy period**.

SECTION III

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

G.	FRAUD BY A SENIOR EXECUTIVE	Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**. This exclusion will not apply to any **insured** person who did not allegedly or actually participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.
H.	GOVERNMENTAL ORDERS	Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.
I.	ILLEGAL REMUNERATION	Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.
J.	INSURED VERSUS INSURED	Any **claim** made by or on behalf of: 1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by an **employee** arising from a **security failure** or **data breach**; 2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.
K.	INTELLECTUAL PROPERTY	Violation or infringement of any intellectual property right or obligation, including: 1. infringement of copyright of software, firmware, or hardware; 2. misappropriation, misuse, infringement, or violation of any patent or trade secret; 3. distribution or sale of, or offer to distribute to sell, any goods, products, or services; or 4. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; however, this exclusion will not apply to Section II.C, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY shall not apply to any violation or infringement of any intellectual property right or obligation described in items 1. and 2. above.

L. MERCHANT LIABILITY

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

M. NATURAL DISASTER

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

N. NUCLEAR

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

O. POLLUTANTS

Any:

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

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

P. PRIOR KNOWLEDGE

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

Q. RECALL

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

R.	REPAIR	Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to **damages** that **you** are legally obligated to pay resulting from a **claim** and that are otherwise covered under this Policy, or to coverage afforded under Sections II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, and II.I, DIGITAL ASSET RESTORATION.
S.	RETROACTIVE DATE	Any **incident**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **incidents** where the first such act, error, omission, or **incident** first took place prior to the **retroactive date**.
T.	TANGIBLE PROPERTY	Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a **security failure**.
U.	THIRD PARTY MECHANICAL FAILURE	Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to **business interruption loss** under Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, where such loss arises directly from the **service provider** directly experiencing their own **security failure**.
V.	UNFAIR TRADE PRACTICE	Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a **security failure** or **data breach**.
W.	VIOLATION OF ACTS/LAWS	Any violation of: 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, and any other federal or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statute; or 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above.
X.	WAR AND TERRORISM	War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to **cyber terrorism**.

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR INCIDENT	You must provide **us** written notice of a **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 60 days after the end of the **policy period** for **claims** made against you or **incidents** discovered by **you** in the last 30 days of the **policy period**.
WHEN THERE IS A CIRCUMSTANCE	If during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a **claim**, **you** may give written notice to **us** through the persons named in Item 8. of the Declarations as soon as practicable during the **policy period**. Such notice must include: 1. a detailed description of the act, event, **security failure**, or **data breach** that could reasonably be the basis for a **claim**; 2. the details of how you first became aware of the act, event, **security failure**, or **data breach**; and 3. the identity of potential claimants. Any **claim** arising out of a circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.
DUTY TO COOPERATE	**We** will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. In addition, **you** will make reasonable efforts to promptly address any **computer systems** vulnerabilities that a **senior executive** becomes aware of during the **policy period**. **You** will also cooperate with counsel in the defense of all **claims** and response to all **incidents** and provide all information necessary for appropriate and effective representation. With respect to Section II.G, CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.
OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY	**You** will not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment, or award or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph. Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses** or **loss** under this Policy.

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent.
AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS	It is agreed that the **named insured** shall act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENSE

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

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

You have the right to select defense counsel from **our** Panel Providers. If **you** would like to retain defense counsel that is not on **our** list of Panel Providers, such counsel will be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld.

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

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

RIGHT TO ASSOCIATE

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

PRE-CLAIM ASSISTANCE	If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request **our** assistance to mitigate against such a **claim** or **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations in legal, forensic, and IT fees. Any such fees must be incurred with **our** prior consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **claim expenses** or **loss** and will be subject to the Limits of Liability that would be applicable if a covered **claim** is made, and is also subject to the Policy's Aggregate Limit of Liability.
SETTLEMENT	If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed: 1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and 2. fifty percent (50%) of **claim expenses** incurred after such settlement was refused by **you**, plus fifty percent (50%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement. In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.
SETTLEMENT WITHIN RETENTION	**We** agree that **you** may settle any **claim** where the total **loss**, **damages**, **regulatory penalties**, **PCI fines and assessments**, and **claim expenses** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

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

1. a full description of the circumstances, including, without limitation, the time, place, and cause of the **loss**;
2. a detailed calculation of any **business interruption loss** and **extra expenses**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss** and **extra expenses**.

Any costs incurred by **you** in connection with establishing or proving **business interruption loss** or **extra expenses**, including preparing a proof of loss, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following a **loss**.

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all **damages**, **loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, and other amounts under this Policy, regardless of the number of **claims, incidents**, or **insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay for all **damages**, **loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, and other amounts under each Insuring Agreement, regardless of the number of **claims, incidents,** or **insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

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

RETENTION

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

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

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON-RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

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

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

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

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

We have no obligation to renew this Policy.

OPTIONAL EXTENDED REPORTING PERIOD

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

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

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

Such Optional Extended Reporting Period applies only to a **claim** first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

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

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty (60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

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

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

the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

SANCTIONS

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.

SECTION IX

DEFINITIONS

Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:

Application

means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured** to **us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.

Breach notice law

means any statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.

Breach response costs

means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

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

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

Business interruption loss

means:

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

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

Claim	means: 1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; and 3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1 above. All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.
Claim expenses	means: 1. reasonable and necessary fees charged by an attorney to which **we** have agreed to defend a **claim**; 2. all other fees, costs, and charges for the investigation, defense, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and 3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds. **Claim expenses** do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.
Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes items 1. to 6. above that are operated by a third party vendor, but only for providing hosted computer application services to **you** pursuant to a written contract.
Continuity date	means the date specified in Item 10. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.

Coalition

Crisis management costs

means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion to mitigate covered **damages** or **loss** due to a **public relations event**:

1. a public relations or crisis management consultant;
2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**;
3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and
4. other costs approved in advance by **us**.

Cyber extortion

means any threat made by an individual or organization against **you** expressing the intent to:

1. transfer, pay, or deliver any funds or property belonging to **you,** or held by **you** on behalf of others, using a **computer system** without **your** permission, authorization, or consent;
2. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in a **computer system** and is retrievable in a perceivable form;
3. alter, damage, or destroy any computer program, software, or other electronic data that is stored within a **computer system**;
4. maliciously or fraudulently introduce **malicious code** or **ransomware** into a **computer system**; or
5. initiate a **denial of service attack** on a **computer system**;

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

Cyber extortion expenses

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

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

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

Cyber terrorism

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

Coalition

Damages

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

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
5. discounts, coupons, prizes, awards, or other incentives offered by **you**;
6. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**; or
7. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

Data breach

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

Denial of service attack

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

Digital asset

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

Employee

means any past, present, or future:

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

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

Coalition

Extra expenses

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

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

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

Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before the **security failure** or **systems failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system you** had before the **security failure** or **systems failure** took place.

Funds transfer fraud

means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution, to debit an account of the **named insured** or **subsidiary** and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by an **insured** and impersonates **you** or **your** vendors, business partners, or clients, but was transmitted by someone other than **you**, and without **your** knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an **insured**.

Funds transfer loss

means:

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

Funds transfer loss does not mean and will not include the loss of personal money or securities of **your employees**.

Incident	means **cyber extortion**, **data breach**, **funds transfer fraud**, **public relations event**, **security failure**, or **systems failure**. All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.
Indemnity period	means the time period that: 1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and 2. ends on the earlier of the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems**: (i) ends; or (ii) could have ended if **you** had acted with due diligence and dispatch. However, in no event shall the **indemnity period** exceed 180 days.
Insured, you, or your	means the **named insured**, a **subsidiary**, **senior executives**, and **employees**.
Loss	means **breach response costs**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, and **restoration costs**.
Malicious code	means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of: 1. electronic data used or stored in any computer system or network; or 2. a computer network, any computer application software, or computer operating system or related network.
Media content	means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **media content**.
Merchant service agreement	means any agreement between the **you** and a financial institution, payment card company, payment card processor, or independent service operator, that enables **you** to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.

Multimedia wrongful act	means any of the following actually or allegedly committed by **you** in the ordinary course of **your** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**, including social media authorized by **you**: 1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization; 2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant services agreement**, but only where such fines or assessments result from a **security failure**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personally identifiable information	means any information about an individual that is required by any local, state, federal, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability

means:

1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. **your** failure to comply with those provisions in **your privacy policy** that:
    a. mandate procedures to prevent the loss of **personally identifiable information**;
    b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or
    c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual;

    provided that no **senior executive** knew of or had reason to know of any such conduct; or
3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.

Privacy policy

means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

Public relations event

means:

1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; or
2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.

Coalition

Ransomware	means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm the **computer system** or **digital assets**, or cause a **security failure**, until a sum of money is paid.
Regulatory penalties	means monetary fines and penalties imposed in a **regulatory proceeding** to the extent insurable under applicable law. **Regulatory penalties** will not mean any: 1. costs to comply with injunctive relief; 2. costs to establish or improve privacy or security practices; or 3. audit, reporting, or compliance costs.
Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding. **Regulatory proceeding** does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.
Restoration costs	means the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure**. If such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination. **Restoration costs** do not include: 1. any costs or expenses incurred to update, upgrade, replace, restore, repair, recall, or otherwise improve the **digital assets** to a level beyond that which existed prior to the **security failure**; 2. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain, or otherwise improve any **computer system**; or 3. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**. **Restoration costs** does not mean and will not include costs for better computer systems or services than **you** had before the **security failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system** you had before the **security failure** took place.
Retroactive date	means the date specified in Item 9. of the Declarations.

Coalition

Security failure	means the failure of security of **computer systems** which results in: 1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable; 2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**; 3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or 4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or 5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password. **Security failure** does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.
Senior executive	means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.
Service provider	means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Coalition

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

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

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

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

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

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

Systems failure	means any: 1. unintentional, unplanned, or unexpected **computer system** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption of **computer systems** by **you**, with **our** written prior consent, in order to mitigate covered **loss** under this Policy. **Systems failure** does not include any: 1. failure of a third party technology or cloud service provider that results in an outage that extends beyond **your computer systems**; 2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure; 3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control; 5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 6. government shutdown of systems or services; 7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or 8. failure or defect in the design, architecture, or configuration of **computer systems**.
Third party corporate information	means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which you are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.
Waiting period	means the number of hours set forth in Item 5. of the Declarations
We, us, or our	means the Company providing this Policy.

SECTION X

OTHER PROVISIONS

OTHER INSURANCE	This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.
CHOICE OF LAW	Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.
NO ASSIGNMENT	No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.

Coalition

Last updated: September 5, 2019

Notice of Available Panel Providers

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

Data Breach response – U.S. (recommended attorney in brackets)	Mendes & Mount (Peggy Reetz) Lewis Brisbois (Sean Hoar) Mullen Coughlin (Jennifer Coughlin)
Data Breach response – E.U. (recommended attorney in brackets)	Pinsent Mason (Ian Birdsey)
Litigation	Lewis Brisbois Winget Spadafora & Schwartzberg Dentons BakerHostetler
Media Claims	Leopold Petrick & Smith (Louis Petrich) Lewis Brisbois (Elior Shiloh) Duane Morris (Cynthia Counts)
Notification	Epiq Experian
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Mandiant Charles River Associates
PR & Crisis Management	Infinite Global Edelman APCO Worldwide
Forensic Accounting	Baker Tilly (formerly RGL)
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

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

Notification	AllClear ID
Forensics/Incident Response	CrowdStrike

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **01**

QUOTA SHARE ENDORSEMENT

Form Number	SP 15 629 0218
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

Quota Share Percentage of each insurer:
Arch Specialty Insurance Company 30.0%
Allianz Underwriters Insurance Company 15.0%
Ascot Specialty Insurance Company 15.0%
Aspen Specialty Insurance Company 10.0%
Fortegra Specialty Insurance Company 30.0%

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

Provided that:

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

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **02**

SERVICE OF SUIT ENDORSEMENT

Form Number	SP 14 927 0219
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **named insured** or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of Arch Specialty Insurance Company, One Liberty Plaza, 53rd Floor, New York, NY, USA 10006, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **03**

COMPUTER REPLACEMENT ENDORSEMENT

Form Number	SP 17 514 0419
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	**Limit/Sub-Limit**	**Retention/Sub-Retention**
CR. COMPUTER REPLACEMENT	$1,000,000	$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

CR. COMPUTER REPLACEMENT	We will pay on **your** behalf **computer replacement costs** that **you** incur as a result of the loss of integrity in the firmware of any **computer systems you** own or lease due to a **security failure** first discovered by **you** during the **policy period**.

3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Computer replacement costs	means the reasonable and necessary costs **you** incur, with **our** prior written consent, to restore or replace those **computer systems** directly impacted by a **security failure**. **Computer replacement costs** do not include **breach responses costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss,** or **restoration costs**.

4. For purposes of the coverage provided under this Endorsement only, the definitions of "**Computer systems**" and "**Loss**" in Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and which are owned by **you**.
Loss	means **breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, and **computer replacement costs**.

5. Paragraph T. TANGIBLE PROPERTY, under Section III, EXCLUSIONS – WHAT IS NOT COVERED, is deleted for purposes of the coverage provided under Insuring Agreement, CR. COMPUTER REPLACEMENT.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **04**

REPUTATION REPAIR ENDORSEMENT

Form Number	SP 14 802 1117
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

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

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

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **05**

REPUTATIONAL HARM LOSS

Form Number	SP 16 383 0718
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	**Limit/Sublimit**	**Retention**
RHL. REPUTATIONAL HARM LOSS	$1,000,000	Waiting period: 14 days

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

REPUTATIONAL HARM LOSS	**We** will pay **reputational harm loss** that **you** incur during the **indemnity period** solely and directly resulting from an **adverse publication** first published during the **policy period** specifically concerning a **security failure**, **data breach**, or **cyber extortion** first discovered by **you** and reported to **us** during the **policy period**. The **waiting period** for any **reputational harm loss** will be the period of time set forth in Item 5. above.

3. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM** OR **INCIDENT** is amended to include the following:

   Notice of any **adverse publication** will include complete details of the **adverse publication** and the date **you** first became aware of such **adverse publication**, **you** must immediately record the specifics of any **reputational harm loss** resulting therefrom.

4. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

PROOF OF LOSS	With respect to **reputational harm loss**, **you** must complete and sign written, detailed, and affirmed proof of loss within 90 days after the **adverse publication** (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information: (a) a full description of the circumstances, including, without limitation, the time and place of the **adverse publication**; (b) a full description of the circumstances, including, without limitation, the time, place, and cause of the underlying **security failure**, **data breach**, or **cyber extortion** as well as the date of first notice to **us**; and (c) a detailed calculation of any **reputational harm loss**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **reputational harm loss**. Any costs incurred by **you** in connection with establishing or proving **reputational harm loss**, including preparing a proof of loss, will be **your** obligation and is not covered under this Policy. Solely with respect to verification of **reputational harm loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following a **loss**.

5. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IX, DEFINITIONS is amended by the addition of the following:

Adverse publication	means any report or communication to the public through any media channel including, but not limited to television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a **security failure**, **data breach**, or **cyber extortion** that affects any of **your** customers or clients. All **adverse publications** relating to the same **security failure**, **data breach** or **cyber extortion** will be deemed to have occurred on the date of the first **adverse publication** for the purposes of determining the applicable **waiting period** and **indemnity period**.

Reputational harm loss	means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any **adverse publication**. **Reputational harm loss** does not include any: (a) costs to rehabilitate **your** reputation, including legal costs or expenses; (b) **breach response costs**; (c) **crisis management costs**; (d) costs directly caused by an **adverse publication** of any occurrence other than a covered **security failure**, **data breach**, or **cyber extortion**. (e) **loss** arising out of, based upon, or attributable to any publicity that refers or relates to the security or privacy of other entities in the same or similar business or industry as **you**, including any of **your** competitors; or (f) any **loss** resulting from partial or complete interruption of **computer systems** caused by a **security failure**. **Reputational harm loss** will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, or cyber extortion impacting other businesses, loss of market, or any other consequential loss. Further, due consideration shall be given to the following when **calculating reputational harm loss**: (a) the experience of **your** business before the **adverse publication** and probable experience thereafter during the **indemnity period** had there been no **adverse publication** and to the continuation of normal charges and expenses that would have existed has no **adverse publication** occurred; and (b) any **reputational harm loss** made up during, or within a reasonable time after the end of, the **indemnity period**.

6. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, the definitions of "**Indemnity period**", "**Incident**" "**Loss**", and "**Waiting period**" under Section IX, DEFINITIONS are deleted and replaced with the following:

Indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the **waiting period**.

Incident	means **cyber extortion**, **data breach**, **funds transfer fraud**, **public relations event**, **security failure**, **systems failure** or **adverse publication**.
Loss	means **breach response costs**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, and **reputational harm loss**.
Waiting period	means the amount of time set forth in Item 5. above that must elapse after the date upon which the **adverse publication** was first disseminated.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **06**

SERVICE FRAUD ENDORSEMENT

Form Number	SP 16 183 0518
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	**Limit/Sub-Limit**	**Retention/Sub-Retention**
SF. SERVICE FRAUD	$100,000	$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

SF. SERVICE FRAUD	**We** we will reimburse **you** for direct financial loss that **you** incur as the result of **you** being charged for the fraudulent use of **business services** resulting from a **security failure**, provided that such direct financial loss is first discovered by **you** and incurred by **you** during the **policy period**.

3. For purposes of the coverage provided under Insuring Agreement, SF. Service Fraud only, the following definition under Section IX, DEFINITIONS is added:

Business services	means the information technology and telephony **business services** shown in the Schedule below provided that: (a) **you** use such service regularly in the normal course of **your** business; (b) **you** are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and (c) such services are provided in accordance with the terms and conditions of a written contract between **you** and the business service provider. Schedule Software as a Service; Platform as a Service; Network as a Service; Infrastructure as a Service; Voice over Internet Protocol; and Telephony Services.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **07**

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	SP 17 252 0219
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

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

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **08**

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	SP 17 255 0220
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

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

All other terms and conditions of this Policy remain unchanged.

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

Coalition

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 9

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

Form Number	SP 16 296 0618
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 4. of the Declarations is amended to include the following:

   BREACH RESPONSE LIMIT OF LIABILITY $1,000,000

2. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY

Aggregate Limit of Liability & Limits of Liability for All Amounts Other than Breach Response Costs

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **damages**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, **PCI fines and assessments**, **regulatory penalties** and **claim expenses**, regardless of the number of **claims**, **incidents**, or **insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum

amount **we** will be liable to pay for all **damages**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, **PCI fines and assessments**, **regulatory penalties** and **claim expenses** under each Insuring Agreement, regardless of the number of **claims**, **incidents**, or **insureds.** Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

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

Limit of Liability for Breach Response Costs

The Breach Response Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures**, **data breaches**, or **insureds**. The Breach Response Limit of Liability is in addition to the Aggregate Limit of Liability. Upon exhaustion of the Breach Response Limit of Liability, there will be no further coverage under this Policy for any **breach response costs**.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **10**

REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA AND GDPR

Form Number	SP 17 147 1119
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS, THIRD PARTY LIABILITY COVERAGES, paragraph B is deleted and replaced with the following:

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

2. The definition of "**Regulatory proceeding**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding: 1. brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a **security failure** or a **data breach**; or 2. brought for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation arising from a **privacy liability**. Other than the foregoing, **regulatory proceeding** does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **11**

COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT

Form Number	SP 16 777 0918
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION V, CLAIMS PROCESS, DEFENSE is amended to include the following:

DEFENSE	If **we** request **your** presence at a trial, hearing, deposition, mediation, or arbitration relating to the defense of any **claim**, **we** will pay reasonable costs and expenses of attendance up to a maximum amount of $250.00 a day per person, subject to a maximum amount of $25,000 per **policy period**. Such amounts are part of and not in addition to the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **12**

CRIMINAL REWARD COVERAGE

Form Number	SP 16 670 0818
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	**Limit/Sublimit**	**Retention**
CR. CRIMINAL REWARD COVERAGE	$25,000	$0

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

CR. CRIMINAL REWARD COVERAGE	**We** will indemnify the **named insured criminal reward costs**. No Retention will apply to this insuring agreement.

3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Criminal reward costs	means any amount offered and paid by **us** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. **Criminal reward costs** does not include and this Policy will not cover any amount offered and paid for information provided by **you**, **your** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **13**

DUTY TO COOPERATE ENDORSEMENT

Form Number	SP 17 274 0219
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	**We** will have the right to make any investigation **we** deem necessary to adjust any claim, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. **You** will also cooperate with counsel in the defense of all **claims** and response to all **incidents** and provide all information necessary for appropriate and effective representation.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **14**

INVOICE MANIPULATION ENDORSEMENT

Form Number	SP 17 813 0819
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	**Limit / Sublimit**	**Retention**
IM. INVOICE MANIPULATION	$250,000	$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

IM. INVOICE MANIPULATION	**We** will pay **you invoice manipulation loss** that **you** incur directly resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.

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

Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a **security failure**.
Invoice Manipulation Loss	means **your** direct net costs, excluding any profit, to provide goods, products, or services to a third party for which **you** are unable to collect payment after transfer of such goods, products, or services to a third party as a direct result of an **invoice manipulation**.

4. For purposes of the coverage provided under this Endorsement only, the following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:

Incident	means **cyber extortion**, **data breach**, **funds transfer fraud**, **invoice manipulation**, **public relations event**, **security failure**, or **systems failure**. All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.
Loss	means **breach response costs**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **invoice manipulation loss**, and **restoration costs**.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 15

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	SP 17 814 0819
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

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

Retention	**We** will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by **you** and cannot be insured. In the event that **damages**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, or other amounts arising out of a **claim** or **incident** are subject to more than one Retention, the applicable Retention amount will apply to such **damages**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

	In the event that **damages**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs, business interruption loss**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **restoration costs**, or other amounts arise out of a **claim** or **incident** that is the direct result of a **business email compromise**, the largest applicable Retention amount will be reduced by 50% subject to a maximum reduction of $10,000, provided that **multi-factor authentication** was enabled and required at the time of the applicable **incident**.

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

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

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: **C-4LQL-095532-CYBER-2024**
ENDT. NO.: **16**

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	SP 17 275 0219
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A CLAIM OR INCIDENT is deleted and replaced with the following:

WHEN THERE IS A **CLAIM** OR **INCIDENT**	You must provide **us** written notice of a **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 90 days after the end of the **policy period** for **claims** made against you or **incidents** discovered by **you** in the last 60 days of the **policy period**.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY: C-4LQL-095532-CYBER-2024 ENDT NO.: 17

$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYUSP-50EN-000004-1022-01
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is amended to include the following paragraph:

> In the event that **you** choose to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response that result in covered **breach response costs**, **claim expenses**, **cyber extortion expenses**, or **restoration costs** under the terms and conditions of this Policy will not be subject to any Retention.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY: C-4LQL-095532-CYBER-2024 ENDT NO.: 18

FLORIDA CHANGES

Form Number	SP 15 450SL 0118
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

The first and second paragraphs of SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION AND NON-RENEWAL are deleted and replaced with the following:

> If this Policy has been in effect for less than ninety (90) days, **we** may cancel this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating the reasons for cancellation and when the cancellation will be effective. Where permitted by applicable law, **we** may provide such written notice of cancellation by electronic transmission. Such cancellation will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or misrepresentation).
>
> If this Policy has been in effect for ninety (90) days or more, **we** may cancel this Policy only for the following reasons:
>
> 1. non-payment of premium;
> 2. a material misstatement by **you** in the **application** or other information provided to induce **us** to issue this Policy;

3. fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy;
4. **your** failure to comply with underwriting requirements within ninety (90) days of the effective date of coverage; or
5. a substantial change in the risk covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

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

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FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 19

ENHANCED WAITING PERIOD FOR DENIAL OF SERVICE ATTACKS

Form Number	SP 14 805 1117
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5.H. of the Declarations is deleted and replaced with following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	$1,000,000		$2,500
		i. Waiting period:	8 hours
		ii. Enhanced waiting period:	1 hour

2. The second paragraph of Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, is deleted and replaced with the following:

The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** and where **you** are utilizing a DDoS mitigation provider from our list of Panel Providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of **computer systems** or where the failure of **computer systems** is caused by a **denial of service attack** and **you** are not utilizing a DDoS mitigation provider from our list of Panel providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.i. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 20

AFFIRMATIVE AI ENDORSEMENT

Form Number	CYUSP-50EN-000039-0324-01
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. The following is added to the definition of "**security failure**" in SECTION IX, DEFINITIONS:

   Security failure includes an **AI security event**, which results in:

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

2. The following definition is added to SECTION IX, DEFINITIONS:

AI security event	means the failure of security of **computer systems** caused by any artificial intelligence technology, including through the use of machine learning or prompt injection exploits.

3. The following is added to the definition of "**data breach**" in SECTION IX, DEFINITIONS:

   Data breach includes the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information**, that is unauthorized by **you**, resulting from an **AI security event**.

4. The following is added to the definition of "**funds transfer fraud**" in SECTION IX, DEFINITIONS:

   In addition and subject to the terms above, a "fraudulent instruction transmitted by electronic means" as used in this definition, includes a fraudulent instruction transmitted through the use of deepfakes or any other artificial intelligence technology.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 21

AMENDED DEFINITION OF INSURED - INCLUDING INDEPENDENT CONTRACTORS AND ADDITIONAL INSUREDS

Form Number	CYUSP-50EN-000020-0623-02
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. The definition of "**Insured**, **you**, or **your**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Insured, you, or your	means: 1. the **named insured;** 2. a **subsidiary**; 3. **senior executives**; 4. **employees**; 5. an independent contractor, who is a natural person, but only while acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision; 6. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and II.B, REGULATORY DEFENSE AND PENALTIES, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named insured's** or **subsidiary's** acts (hereafter an additional insured);

	7. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and 8. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a **claim** against the **employee** or **senior executive**, in their capacity as such.

2. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph J. INSURED VERSUS INSURED, is deleted and replaced with the following:

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

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 22

BETTERMENT ENDORSEMENT

Form Number	SP 16 883 1018
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

The definition of "**Extra expenses**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Extra expenses	means your reasonable and necessary **extra expenses** incurred to avoid or minimize a **business interruption loss**, including: 1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including your internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by the **computer systems** or **service** provider; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a **security failure** or **systems failure**. Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

	Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before a **security failure** or **system failure**, including upgrades, enhancements and improvements. However, this will not apply if the cost for a more current or secure version of **computer systems** is: 1. no more than 25% greater than the cost that would have been incurred to repair or replace the **computer system you** had before a **security failure**; or 2. substantially equivalent to (or less than) the cost to repair or replace the **computer system you** had before a **system failure** took place. Under no circumstances will **we** pay costs of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the **security failure**.

All other terms and conditions of this Policy remain unchanged.

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

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FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 23

CONSENT TO SETTLEMENT CHANGE ENDORSEMENT

Form Number	SP 16 003 0418
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION V, CLAIMS PROCESS, SETTLEMENT is deleted and replaced with the following:

SETTLEMENT	If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed: 1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and 2. 80% of **claim expenses** incurred after such settlement was refused by **you**, plus 80% of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement. In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

All other terms and conditions of this Policy remain unchanged.

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

FILING POLICY: C-4LQL-095532-CYBER-2024 ENDT NO.: 24

MISCELLANEOUS AMENDATORY (PREFERRED PARTNER) ENDORSEMENT

Form Number	SP 20 247 0422
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5.H. of the Declarations is deleted and replaced with the following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	$1,000,000		$2,500
		i. Waiting period:	8 hours
		ii. Enhanced waiting period:	1 hour

2. The first and second paragraphs of Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, is deleted and replaced with the following:

> **We** will pay **business interruption loss** and **extra expenses** that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period**.

The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** and where you are utilizing a DDoS mitigation provider from our list of Panel Providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of computer systems or where the failure of **computer systems** is caused by a **denial of service attack** and you are not utilizing a DDoS mitigation provider from our list of Panel Providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.i. of the Declarations.

3. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph C., CONTRACTUAL LIABILITY is deleted and replaced with the following:

C. CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of written contract or agreement, provided, however, that this exclusion will not apply: 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.E, BREACH RESPONSE, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third-party corporate information**; 2. with respect to the coverage provided by Section II.C, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 3. with respect to the coverage provided by Section II.D, PCI FINES AND ASSESSMENTS; and 4. to the extent **you** would have been liable in the absence of such contract or agreement.

4. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph D. DIRECTORS & OFFICERS LIABILITY is deleted and replaced with the following:

D. DIRECTOR & OFFICERS LIABILITY	The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities.

5. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph G. FRAUD BY A SENIOR EXECUTIVE is deleted and replaced with the following:

G. FRAUD BY A SENIOR EXECUTIVE	Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication in the underlying action establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**. This exclusion will not apply to any **insured** person who did not allegedly or actually participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.

6. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph W. VIOLATIONS OF ACTS/LAWS is deleted and replaced with the following:

W. VIOLATION OF ACTS/LAWS	Any violation of: 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, and any other federal or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statute; or 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above; however, this exclusion shall not apply to a **claim** against **you** alleging a **data breach** or **security failure** in violation of regulation S-P (17 C.F.R. § 248).

7. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph J. INSURED VERSUS INSURED is deleted and replaced with the following:

J. INSURED VERSUS INSURED	Any **claim** made by or on behalf of: 1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by an **employee** arising from a **security failure**, **data breach**, or allegations of misappropriation of information or likeness arising from a **multimedia wrongful act**; 2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or

	3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.

8. SECTION IV, YOUR OBLIGATIONS AS AN INSURED, OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION is deleted and replaced with the following:

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent. This obligation does not apply to the extent that the right to subrogate is waived by **you** under a written contract with that person or organization, prior to the **incident** or event giving rise to the **claim** or **loss**.

9. SECTION V, CLAIMS PROCESS, SETTLEMENT is deleted and replaced with the following:

SETTLEMENT	If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed: 1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and 2. eighty percent (80%) of **claim expenses** incurred after such settlement was refused by **you**, plus eighty percent (80%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement. In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

10. SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, OPTIONAL EXTENDED REPORTING PERIOD is deleted and replaced with the following:

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

	a. one year for an additional premium of 100% of the total annual premium; or b. two years for an additional premium of 150% of the total annual premium; or c. three years for an additional premium of 200% of the total annual premium; or d. four years for an additional premium of 225% of the total annual premium; or e. five years for an additional premium of 250% of the total annual premium following the effective date of such cancellation or non-renewal. Such Optional Extended Reporting Period applies only to a **claim** first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew. The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period. The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right. At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and, in the event, the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period. The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

11. The following definitions under SECTION IX, DEFINITIONS are deleted and replaced with the following:

Claim	means: 1. a written demand for money, services, or injunctive or non-monetary relief, including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; and 3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1 above. All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.
Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software including SCADA and Industrial Control Systems; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes **hosted computer systems**.
Cyber terrorism	means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, government or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.
Damages	means a monetary judgment, including pre-judgment and post-judgment interest, award that **you** are legally obligated to pay, or settlement agreed to by **you** and **us**. **Damages** does not mean the following: 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or

	owed to **you** for goods or services already provided or contracted to be provided; 3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law; 4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages; 5. discounts, coupons, prizes, awards, or other incentives offered by **you**; 6. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**; or 7. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.
Extra expenses	means **your** reasonable and necessary extra expenses incurred to avoid or minimize a **business interruption loss**, including: 1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your customers** and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by the **computer systems** or **service provider**; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a security failure or systems failure. Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**. Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before a **security failure** or **system failure**, including upgrades, enhancements and improvements. However, this will not apply if the cost for a more current or secure version of **computer systems** is: 1. no more than 25% greater than the cost that would have been incurred to repair or replace the computer system **you** had before a **security failure**; or 2. substantially equivalent to (or less than) the cost to repair or replace the **computer system you** had before a **system failure** took place. Under no circumstances will **we** pay costs of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the **security failure** or **system failure** (as applicable).
Funds transfer fraud	means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing

	you, or the financial institution: 1. to debit, or instruct to authorize to debit, an account held by the **named insured** or **subsidiary**, or held by the **named insured** or **subsidiary** on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or 2. directing **you** to transfer or deliver tangible property owned or held by the **named insured** or **subsidiary**; which instruction purports to have been transmitted by **you** or **your** vendors, business partners, or clients, and impersonates such party, but was transmitted by someone other than **you** or **your** vendors, business partners, or clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organization that is an **insured**. **Funds transfer fraud** does not mean the acceptance of a fraudulent or stolen payment card, gift card, or other means of payment.
Hosted computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software including SCADA and Industrial Control Systems ; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third-party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to **you** pursuant to a written contract.
Insured, you, or your	means: 1. the **named insured**; 2. a **subsidiary**; 3. **senior executives** and **employees**; 4. an independent contractor, who is a natural person, solely acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision; 5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, II.B, REGULATORY DEFENSE AND PENALTIES, and II.C, MULTIMEDIA CONTENT LIABILITY, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named**

	insured's or **subsidiary's** acts (hereafter an additional insured); 6. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and 7. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a claim against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a **claim** against the **employee** or **senior executive,** in their capacity as such.
Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding. Other than the foregoing, **regulatory proceeding** does not include any request for information, civil investigative demand, or civil proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.
Senior executive	means any general counsel, risk manager, chief information officer, chief information security officer, chief financial officer, chief executive officer or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.
Subsidiary	means any organization in which the **named insured**: 1. owns either directly or indirectly 50% or more of the outstanding voting stock; and 2. has recognized the revenues in the application. An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock. The **named insured** will give written notice to us of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period**, subject to the following criteria: 1. the newly created or acquired subsidiary has substantially similar business operations as the **named insured**; 2. the new subsidiary's gross revenue is equal to or less than 25% of the total gross revenue the named insured has listed on the application; and

	3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a claim would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER. For any newly created or acquired subsidiary that is not afforded the automatic coverage described above, upon receipt of notice of acquisition or creation, **we** may, at our sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure	means any: 1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** (including downtime that is the result of a planned outage lasting longer than initially expected);or 2. voluntary disruption or shutdown of **computer systems** by **you** in order to mitigate or prevent covered loss under this Policy. Systems failure does not include : 1. failure of a third-party technology or cloud service provider that results in an outage that extends beyond **your computer systems**; 2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure; 3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control; 5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 6. government shutdown of systems or services; or, 7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**.
Tangible property	means items or objects that can be felt or touched. Tangible property does not include: **1.** digital assets;

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

12. SECTION X, OTHER PROVISIONS, OTHER INSURANCE, is deleted and replaced with the following:

OTHER INSURANCE	This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy. However, notwithstanding the foregoing, with regards to Section II.E, Breach Response, this Policy shall be primary and will not seek contribution.

All other terms and conditions of this Policy remain unchanged.

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

Coalition®

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 25

NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT

Form Number	CYUSP-50EN-000034-1223-01
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

1. Item 5.H. of the Declarations is deleted and replaced with following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
H. BUSINESS INTERRUPTION, AND EXTRA EXPENSE	$1,000,000	$2,500	
		i. Waiting period:	8 hours
		ii. Enhanced waiting period:	1 hour
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	N/A		
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEMS FAILURE SUBLIMIT	N/A		
UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS	$500,000		

	INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	
	UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEMS FAILURE SUBLIMIT	$250,000

2. Section VI, LIMITS OF LIABILITY AND RETENTION LIMITS OF LIABILITY is amended to include the following:

   The Scheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **security failure** of **computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

   The Scheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses Systems Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **systems failure** of **computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

   The Unscheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **security failure** of **computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

   The Unscheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses Systems Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **systems failure** of **computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

   The Non-IT Provider Contingent Business Interruption and Extra Expense Sublimits set forth above are part of, and not in addition to, the Limit of Liability for Business Interruption and Extra Expenses set forth in Item 5. of the Declarations.

3. For the purposes of the **business interruption** and **extra expenses** coverage provided under Insuring Agreement H. BUSINESS INTERRUPTION and EXTRA EXPENSE only, the definitions of "**Computer Systems**" and "**Systems Failure**" under Section IX, DEFINITIONS are deleted and replaced with the following:

	Computer systems	means:

	1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** also includes items 1-6 above that are operated by: a. a third-party vendor but only for providing hosted computer application services to **you**; b. a **scheduled non-IT vendor**; or c. an **unscheduled non-IT vendor**.
Systems failure	means any: 1. unintentional, unplanned, or unexpected **computer systems** disruption or failure where the proximate cause is not a **security failure**; 2. voluntary disruption or shutdown of **computer systems** by **you** in order to mitigate or prevent covered **loss** under this Policy; or 3. voluntary disconnection by **you** from any **computer systems** operated by any: a. third party vendor for providing hosted application services to **you** pursuant to a written contract; b. **scheduled non-IT vendor**; or c. **unscheduled non-IT vendor**, in order to mitigate or prevent covered **loss** covered under this Policy. **Systems failure** does not include any: 1. voluntary disruption or shutdown of any **computer systems** by any: a. third party vendor for providing hosted application services to **you** pursuant to a written contract; b. **scheduled non-IT vendor**; or c. **unscheduled non-IT vendor**. 2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;

	3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control; 5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 6. government shutdown of systems or services; 7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or 8. failure or defect in the design, architecture, or configuration of **computer systems**.

4. For purposes of this endorsement only, the following definitions are added to Section IX, Definitions:

Scheduled non-IT vendor	means an entity listed in the Schedule of Non-IT Providers below that provides services or products to **you**, pursuant to a written contract, other than hosted computer application services **you** use regularly in the normal course of **your** business**.** <u>Schedule of Non-IT Vendors</u> N/A
Unscheduled non-IT vendor	means an entity, other than an **insured**, not listed in the Schedule of Non-IT Providers that provides services or products to **you**, pursuant to a written contract, other than hosted computer application services **you** use regularly in the normal course of **your** business**.** In no event will any entity be considered an **unscheduled non-IT vendor** to the extent that it operates as: 1. a public utility (including without limitation, a provider or electricity, gas, water, or telecommunications services); 2. an internet service provider (including any provider of internet connectivity); or 3. a securities or exchange market.

All other terms and conditions of this Policy remain unchanged.

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

Coalition®

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 26

PRIMARY FOR BREACH RESPONSE ENDORSEMENT

Form Number	SP 18 180 0320
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION X, OTHER PROVISIONS, OTHER INSURANCE, is amended to include the following:

OTHER INSURANCE	Notwithstanding the foregoing, only with regards to Section II.E, Breach Response, this Policy shall be primary and will not seek contribution.

All other terms and conditions of this Policy remain unchanged.

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

Coalition®

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 27

WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT

Form Number	SP 15 810 0318
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION is deleted and replaced with the following:

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent. This obligation does not apply to the extent that the right to subrogate is waived by **you** under a written contract with that person or organization, prior to the **incident** or event giving rise to the **claim** or **loss**

All other terms and conditions of this Policy remain unchanged.

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

Coalition

FILING POLICY NO.: C-4LQL-095532-CYBER-2024 ENDT NO.: 28

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION

Form Number	CYUSP-50EN-000009-0223-01
Effective Date of Endorsement	December 15, 2024
Named Insured	Ventura Country Club Community Homeowners Association, Inc.
Filing Policy Number	C-4LQL-095532-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

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

SECTION III, EXCLUSIONS - WHAT IS NOT COVERED is amended by the addition of the following:

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY	1. Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; or 2. Any actual or alleged: (a) wiretapping or eavesdropping; (b) use of web beacons, tracking pixels or other software tools by **you** or on **your** behalf that wrongfully acquires, collects, tracks or shares an individual's activity, information or data; or (c) wrongful collection or use of **personally identifiable information** by **you** or on **your** behalf, except this subpart (2)(c) shall not apply to SECTION II.A NETWORK AND INFORMATION SECURITY and SECTION II.B REGULATORY DEFENSE AND PENALTIES for an otherwise covered **claim** under item 2 in the definition of **privacy liability**.

All other terms and conditions of this Policy remain unchanged.

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

STATE OF FLORIDA
SURPLUS LINES INSURANCE POLICY
FACE PAGE

Named Insured: Ventura Country Club Community Homeowners Association Inc

Name of Insurer: Coalition Quotashare per quote (Non-Admitted)

Policy Number: C-4LQL-095532-CYBER-2024

Policy Period: 12/15/2024 to 12:00:00 AM 12/15/2025 12:00:00 AM

Producing Agent

Steve Bueltel
Florida License Number: D061060
AssuredPartners of Florida, LLC - Lake Mary
300 Colonial Center Parkway, Suite 270
Lake Mary, FL 32746

Surplus Lines Agent

Robert Duncan Roth
FL License Number: P133810
Synergy Professional Associates, Inc.
8600 W Bryn Mawr, Suite 580N
Chicago, IL 60631

Total Cost of Insurance

Policy Premium:	$2,572.00	FL Surplus Lines Tax:	$146.82
Inspection Fee:		FL SLSO Service Fee:	$1.78
S.L. Agent Filing Fee:	$400.00	FL FHCF Assmt:	
Gross Policy Premium:	$2,972.00	FL EMPA Surcharge:	
		FL CPIC Assmt:	
		Total Due:	$3,120.60

Surplus Lines Agent's Countersignature:

SURPLUS LINES INSURER'S POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Active protection from digital risk

Every cyber insurance policy offered by Coalition is powered by our unique Active Insurance approach – which combines the power of industry-leading cyber coverage, proactive cyber risk management, and dedicated in-house expertise to better protect organizations from digital risks. That's why our policyholders experience **64% fewer claims** compared to the overall market.[1]

The Active Cyber Insurance Advantage

Superior, Innovative Coverage[2]

- Comprehensive cyber coverage to help protect against a wide range of incidents – including ransomware and funds transfer fraud
- Coverage for up-front costs in the event of a claim (no waiting for reimbursement!)
- Includes pre-claims assistance to get help triaging cyber incidents – without fear of triggering a claim

52%

of reported events handled with **no additional cost** beyond the premium in 2023[1]

Preventative Cyber Risk Management

- Access to Coalition Control™, our risk management platform, for continuous monitoring of your digital presence
- Personalized alerts to help spot vulnerabilities before they escalate
- On-demand support and guidance to address cybersecurity risks

No-cost

assistance available from our dedicated Security Support Team

Expert Claims and Incident Response Teams[3]

- 5 minute average claims response time
- Experienced team of claims experts, security engineers, and forensic specialists
- Unique capabilities to help minimize the impact of a claim, including funds recovery and ransomware negotiation

$38M+

of fraudulently transferred funds were **successfully recovered** by Coalition in 2023[1]

[1] *Coalition 2024 Cyber Claims Report*

[2] *Exclusions and limitations apply. See disclaimers and the policy as issued*

[3] *Coalition Incident Response (CIR) services provided through Coalition's affiliate are offered to policyholders as an option via our incident response firm panel.*

Coalition, Inc. · **44 Montgomery Street, Suite 4210, San Francisco, CA 94104** · **help@coalitioninc.com**

Insurance products are offered in the U.S. by Coalition Insurance Solutions Inc.("CIS"), a licensed insurance producer and surplus lines broker, (Cal. license # 0L76155) acting on behalf of a number of unaffiliated insurance companies, and on an admitted basis through Coalition Insurance Company ("CIC") a licensed insurance underwriter (NAIC # 29530). See licenses and disclaimers. Copyright © 2024. All rights reserved. Coalition and the Coalition logo are trademarks of Coalition, Inc.

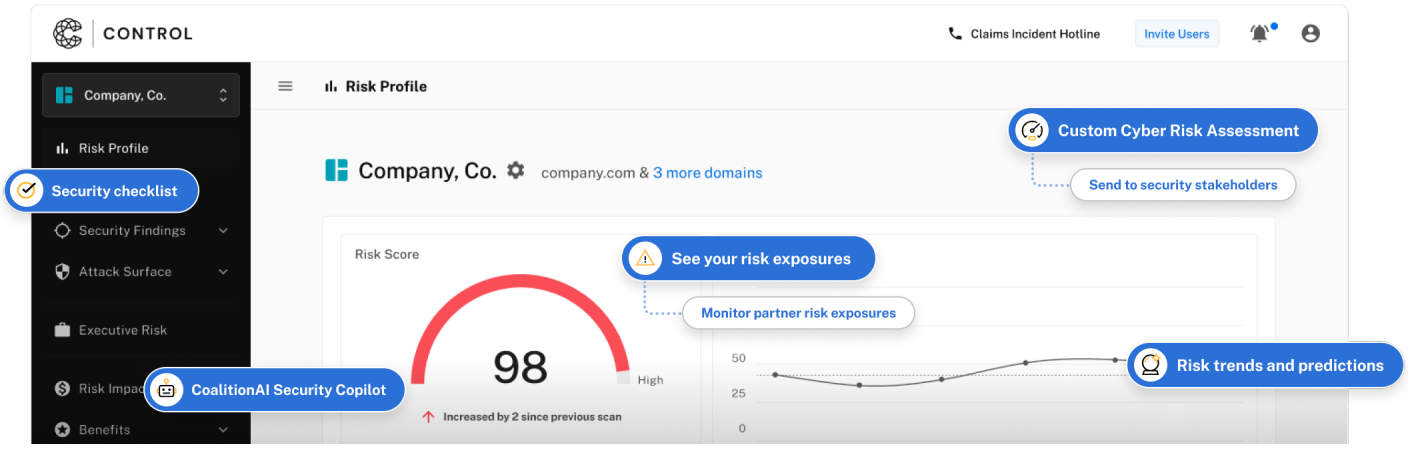
Coalition

coalitioninc.com

Cybersecurity Tools & Services

More than an insurance provider – your partner in helping manage cyber risk

We help you detect and mitigate cyber risks before they turn into claims – with full access to Coalition Control® and hands-on security support.

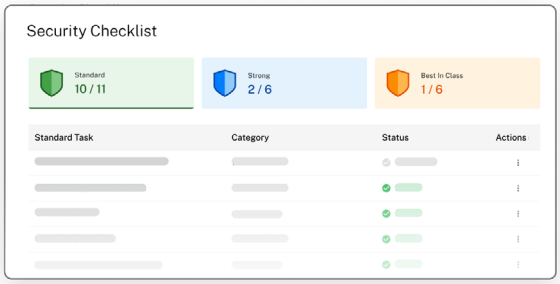


Receive full access to Coalition Control, our cyber risk management platform

Powered by proprietary technology and data, Control helps you identify and address the security risks most likely to result in an attack.

- **Understand your specific risks** and access helpful remediation guidance
- **Help stay protected** with ongoing monitoring and personalized alerts
- **Resolve security issues** with on-demand support from our in-house team

Get started at coalitioninc.com/control



Explore add-on security services to strengthen your protection against the most advanced cyber threats

- **Coalition Managed Detection and Response***
  24/7 threat monitoring and remediation by our expert team to help prevent attacks

Learn more at coalitioninc.com/mdr

Active Insurance helps protect your business

Coalition has helped policyholders resolve more than 74,000 critical security vulnerabilities.

Why this matters:

Policyholders with one unresolved critical vulnerability were 33% more likely to experience a claim than those who resolved the vulnerability.** We're committed to helping you proactively address your digital risks and avoid cyber insurance claims.

* Coalition MDR services are provided by Coalition Incident Response, Inc., an affiliate of Coalition

** Coalition 2023 Cyber Claims Report

Coalition, Inc. · **44 Montgomery Street, Suite 4210, San Francisco, CA 94104** · **help@coalitioninc.com**

Insurance products are offered in the U.S. by Coalition Insurance Solutions Inc.("CIS"), a licensed insurance producer and surplus lines broker, (Cal. license # 0L76155) acting on behalf of a number of unaffiliated insurance companies, and on an admitted basis through Coalition Insurance Company ("CIC") a licensed insurance underwriter (NAIC # 29530).
See **licenses** and **disclaimers**. Copyright © 2024. All rights reserved. Coalition and the Coalition logo are trademarks of Coalition, Inc.

Notice

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Coalition®

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act of 2002, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $0 and does not include any charges for the portion of losses covered by the United States government under the Act.

UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THIS POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE MY COVERAGE.

Notice of Privacy Practices

Effective 1 March 2024

Coalition, Inc. and its current and future subsidiaries and affiliates, including Coalition Insurance Solutions, Inc. ("**CIS**"), Coalition Insurance Solutions Canada, Inc. ("**CISC**"), Coalition Incident Response, Inc. ("**CIR**"), Coalition Incident Response Canada, Inc. ("**CIRC**"), Coalition Risk Solutions, Ltd. ("**Coalition UK**"), Coalition Insurance Company, Inc. ("**CIC**"), BinaryEdge AG ("**BE**"), and Coalition Insurance Solutions Pty Ltd (ACN 657 140 791) ("**Coalition AU**") (collectively, **"Coalition," "we,"** or **"our")** is required to provide this Notice of Privacy Practices (**"Notice"**) in accordance with applicable laws and regulations. This Notice outlines how we collect, share and protect your personal information. Applicable laws and regulations may give you the right to limit some but not all sharing of your personal information. Please read this Notice carefully.

Information We May Collect and Share	• Information required to create and maintain your account • Information pertaining to your application, policy and any applicable claims • Financial Information • We also collect information from others, such as credit bureaus and other companies
How is Information Collected?	When you use our websites, online risk management platform, applications (web-based or mobile), products and/or services (**"Services"**), we may collect a variety of personal information that will aid us in providing our Services
Why is Information Shared?	For our everyday business and marketing purposes
Can I Limit Sharing of My Information?	U.S. federal laws give you the right to limit: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your personal information to market to you • Sharing for nonaffiliates to market to you. Coalition does not share information with affiliates so they can market to you.
How Does Coalition Protect My Information?	We use security measures compliant with applicable laws, regulations and industry standards to protection your information from unauthorized access and use. These measures include physical, electronic and

	procedural safeguards, security controls (including encryption, firewalls, advanced malware detection, multi-factor authentication and the concept of least privilege for access management).
Definitions	Affiliates: companies related by common ownership or control.
Privacy Policy	Please visit https://www.coalitioninc.com/legal/privacy for further information related to our processing of information.
Questions?	Please visit https://www.coalitioninc.com or email us at privacy@coalitioninc.com