

PRIVACY AND IDENTITY PROTECTION ENDORSEMENT

The following information, and signature by an authorized representative, is required only when this endorsement is issued subsequent to the preparation of this policy.

First Named Insured:
Policy Number:
Effective Date Of This Endorsement:

This endorsement forms a part of the policy to which it is attached. It is effective on the inception date of the policy unless stated otherwise above.

In consideration of the premium charged, and subject of the "Retention" and Sub Limits of Liability set forth below, it is understood and agreed as follows:

1. This policy provides coverage for a named insured's legal liability for indemnity and "defense costs" arising out of "written claims" first reported to us during the named insured's "policy period" arising out of the negligent violation of a right of privacy or a "privacy regulation" by the named insured in the performance of "financial services" covered by this policy and resulting from:

- a. the loss or theft of "personal information" or data about a "client" which is in the named insured's care, custody or control including, without limitation, loss or theft from any computer, computer system, network or website that is in the insured's care, custody or control;
- b. the named insured's failure to prevent unauthorized access to "personal information" that has been provided to the named insured by a "client" or a "client's" representative;
- c. this endorsement does not apply to "written claims" arising out of or alleging "publication injury".

2. The following additional definitions apply to the coverage provided by this endorsement:

"Personal information" means an "individual's":

- a. social security number;
- b. medical or healthcare data, or other protected health information;
- c. driver's license number or state identification number;
- d. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account; or
- e. other nonpublic "personal information" as defined in a "privacy regulation".

"Privacy regulation" means state and federal identity theft and privacy protection legislation, statutes and regulations (including, without limitation, the Health Insurance Portability and Accountability Act, as amended, and the Gramm-Leach-Bliley Act, as amended) associated with the control or use of personally identifiable financial or other sensitive information that requires commercial "entities" that collect "personal information" to post privacy policies, adopt specific privacy controls, or notify "individuals" in the event that "personal information" has potentially been compromised.

3. The following "Retention" applies to the coverage provided by this endorsement: \$2,500.00 Each "Wrongful Act".

4. The following Sub Limits of Liability apply to the coverage provided by this endorsement:

Legal Liability Aggregate: up to a total of \$10,000.00, subject to the Named Insured Aggregate set forth below, to reimburse a named insured for legal liability arising out of "written claims" covered by this endorsement.

"Defense Costs" Aggregate: up to a total of \$10,000.00, subject to the Named Insured Aggregate set forth below, to reimburse a named insured for "defense costs" incurred in defending "written claims" covered by this endorsement.

Named Insured Aggregate: \$20,000.00 for all "written claims" covered by this endorsement.

These Sub Limits of Liability are part of, and not in addition to, the Limits of Liability set forth in the Limits of Liability Endorsement.

5. The "Retroactive Date" applying to the coverage provided to a named insured by this endorsement is the later of June 1, 2014 or the named insured's first date of continuous coverage under this policy on a predecessor policy insuring the Defender Max Program.

Nothing herein contained shall vary, alter, waive or extend any of the terms, conditions, provisions, agreements, limitations or exclusions of this policy, other than as stated above.

By: _____
Authorized Representative