



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME CYBER PROTECTION COVERAGE
Cyber Attack, Cyber Extortion, Online Fraud and Identity Recovery

Refer to the Supplemental Declarations if information is not shown on this form.

The following is added to **your** policy as an Incidental Property Coverage.

SCHEDULE

Coverage under this endorsement is subject to the limits and deductible indicated below.

Home Cyber Protection Annual Aggregate Limit \$ _____
(Applies per policy period to coverages under Sections 1, 2 and 3 of this endorsement)

Home Cyber Protection Occurrence Deductible **\$500**
(Applies per occurrence during the policy period to coverages under Sections 1, 2 and 3 of this endorsement)

Identity Recovery Annual Aggregate Limit **\$25,000**
(Applies per policy period to all coverages under Section 4 of this endorsement)

Identity Recovery Occurrence Deductible **\$0**

AGREEMENT

We will provide the coverage described in this endorsement during the policy period. This coverage is subject to the **terms** of this endorsement, the **terms** of the Declarations, and the **terms** of the applicable policy forms, except as provided below. Coverage provided under this endorsement does not increase any limit of liability in **your** policy.

DEFINITIONS

The following definitions are added:

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

Such device must be owned or leased by **you** or another **insured**, as well as operated under **your** control or the control of another **insured**.

3. **Cyber attack** means one of the following involving a **computing device** or **connected home device**:
 - a. Unauthorized Access or Use – meaning the gaining of access to **your** device or system by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes.
 - b. Malware Attack – meaning damage to **your** device, system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on **your** computer system during the manufacturing process.
4. **Cyber extortion event** means one of the following involving a **computing device** or **connected home device**:
 - a. A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from **your** device, system or data; or
 - b. A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on **your** device, system or data.
5. **Cyber extortion response costs** means any payment made as directed in response to a **cyber extortion event**, but only when that payment is:
 - a. Incurred as a direct result of a **cyber extortion event** directed against **you** or another **insured**; and
 - b. Approved in advance by **us**. However, **we** may pay for **cyber extortion response costs** that were not approved in advance by **us** if **we** determine the following:
 - 1) It was not practical for **you** to obtain **our** prior approval; and
 - 2) If consulted at the time, **we** would have approved the payment.
6. **Data recovery costs**
 - a. **Data recovery costs** means the costs of a professional firm hired by **you** or another **insured** to replace electronic data that has been lost or corrupted.
 - b. **Data recovery costs** does not mean costs to research, re-create or replace any of the following:
 - 1) Software programs or operating systems that are not commercially available.
 - 2) Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no electronic back-up is available.
 - 3) Data that is obsolete, unnecessary or no longer of use.
7. **Fraud costs** means the amount fraudulently taken from the **insured**. This is the direct financial loss only. **Fraud costs** does not include any of the following:
 - a. Other expenses that arise from the **fraud event**;
 - b. Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;
 - c. Any interest, time value or potential investment gain on the amount of financial loss; or
 - d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
8. **Fraud event**
 - a. **Fraud event** means any of the following, when such event results in direct financial loss to an **insured**:
 - 1) An **identity theft**;
 - 2) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an **insured's** name, when the **insured** is legally liable for such use;
 - 3) The forgery or alteration of any check or negotiable instrument;
 - 4) Acceptance in good faith of counterfeit currency; or
 - 5) An intentional and criminal deception of an **insured** to induce the **insured** to part voluntarily with something of value.
 - b. **Fraud event** does not mean or include any occurrence:
 - 1) In which the **insured** is threatened or coerced to part with something of value;
 - 2) Between an **insured** and any of the following:

- a) Any other *insured*;
 - b) The *insured's* current or former spouse, common law spouse or domestic partner; or
 - c) The *insured's* grandparent, parent, sibling, child or grandchild.
- 3) Involving use of a card, card number or account number associated with a bank account or credit account:
- a) By a person who has ever received any authorization from an *insured* to use such card, card number or account number, unless such authorization was obtained through a criminal deception of the *insured*; or
 - b) If an *insured* has not complied with all terms and conditions under which such card, card number or account number was issued.
- 4) Arising from any of the following:
- a) The *business* or professional service of an *insured*.
 - b) A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
 - c) A gift or charitable contribution to an individual or any legitimate organization.
 - d) An online auction or the use of an online auction site.
 - e) A lottery, gambling or a game of chance.
 - f) An advance fee fraud or other fraud in which an *insured* provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.
9. **Identity recovery case manager** means one or more individuals assigned by *us* to assist an *insured* with communications *we* deem necessary for re-establishing the integrity of the personal identity of the *insured*. This includes, with the permission and cooperation of the *insured*, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
10. **Identity theft** means the fraudulent use of an *insured's* Social Security number or other *personally identifying information*. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
11. **Identity theft costs** means the following when they are reasonable and necessary costs that are incurred as a result of an *identity theft*:
- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an *identity theft*;
 - b. Costs for long distance telephone calls, postage and notarizing documents;
 - c. Costs for credit reports from established credit bureaus;
 - d. Costs for an attorney approved by *us* for the following:
 - 1) The defense of any civil suit brought against an *insured*;
 - 2) The removal of any civil judgment wrongfully entered against an *insured*;
 - 3) Legal assistance for an *insured* at an audit or hearing by a governmental agency;
 - 4) Legal assistance in challenging the accuracy of the *insured's* consumer credit report; or
 - 5) The defense of any criminal charges brought against an *insured* arising from the actions of a third party using the personal identity of the *insured*.
 - e. Actual lost wages of the *insured* for time taken away from work and from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours;
 - f. Costs of supervision of children or elderly or infirm relatives or dependents of the *insured* during time taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the *insured*;
 - g. Any other reasonable costs necessarily incurred by an *insured* as a direct result of the *identity theft*.
 - 1) Such costs include:

- a) Costs by the **insured** to recover control over his or her personal identity.
- b) Deductibles or service fees from financial institutions.
- 2) Such costs do not include:
 - a) Costs to avoid, prevent or detect **identity theft** or other loss.
 - b) Money lost or stolen.
 - c) Costs that are restricted or excluded elsewhere in this endorsement or policy.

12. **One cyber occurrence** means all **cyber attacks**, **cyber extortion events** or **fraud events** that:

- a. Occur at the same time; or
- b. Arise during the same policy period from the same source, cause or vulnerability.

13. **Personally identifying information**

- a. **Personally identifying information** means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an **affected individual**. This includes, but is not limited to, Social Security numbers or account numbers.
- b. **Personally identifying information** does not mean or include information that is otherwise available to the public, such as names and addresses.

14. **System restoration costs**

- a. **System restoration costs** means the costs of a professional firm hired by **you** or another **insured** to do the following in order to restore **your computing device** or **connected home device** to the level of functionality it had before the **cyber attack**:
 - 1) Replace or reinstall computer software programs;
 - 2) Remove any malicious code; and
 - 3) Configure or correct the configuration of **your** device or system.
- b. **System restoration costs** does not mean any of the following:
 - 1) Costs to repair or replace hardware. However, **we** may choose to pay to repair or replace hardware if doing so reduces the amount of loss payable under this endorsement;
 - 2) Costs to increase the speed, capacity or utility of **your** device or system;
 - 3) **Your** time or labor; or
 - 4) Any costs in excess of the replacement value of **your** system, including applicable hardware and software.

SECTION 1- CYBER ATTACK

SECTION 1- Coverage Requirements

This Cyber Attack coverage applies only if all of the following conditions are met:

- 1. There has been a **cyber attack**; and
- 2. Such **cyber attack** is first discovered by **you** or another **insured** during the policy period for which this endorsement is applicable; and
- 3. Such **cyber attack** is reported to **us** within 60 days or such longer time as long as it does not impede the company's investigation of the claim.

SECTION 1- Coverages Provided

If all of the conditions listed above in SECTION 1- Coverage Requirements have been met, then **we** will provide **you** the following coverages for loss directly arising from such **cyber attack**:

- 1. Data Recovery
We will pay **your** necessary and reasonable **data recovery costs**.
- 2. System Restoration
We will pay **your** necessary and reasonable **system restoration costs**.

SECTION 2- CYBER EXTORTION

SECTION 2- Coverage Requirements

This Cyber Extortion coverage applies only if all of the following conditions are met:

1. There has been a *cyber extortion event* against *you* or another *insured*; and
2. Such *cyber extortion event* is first discovered by *you* or another *insured* during the policy period for which this endorsement is applicable; and
3. Such *cyber extortion event* is reported to *us* within 60 days or such longer time as long as it does not impede the company's investigation of the claim.

SECTION 2- Coverages Provided

If all of the conditions listed above in SECTION 2- Coverage Requirements have been met, then *we* will provide *you* with the following:

1. Professional assistance from a subject matter expert provided by *us* for advice and consultation regarding how best to respond to the threat.
2. Reimbursement of *your* necessary and reasonable *cyber extortion response costs*.

SECTION 3- ONLINE FRAUD

SECTION 3- Coverage Requirements

This Online Fraud coverage applies only if all of the following conditions are met:

1. There has been a *fraud event* against *you* or another *insured* that is wholly or partially perpetrated through a *computing device* or *connected home device*; and
2. Such *fraud event* is first discovered by *you* or another *insured* during the policy period for which this endorsement is applicable; and
3. Such *fraud event* is reported to *us* within 60 days or such longer time as long as it does not impede the company's investigation of the claim; and
4. Such *fraud event* is reported in writing by *you* or another *insured* to the police.

SECTION 3- Coverages Provided

If all of the conditions listed above in SECTION 3- Coverage Requirements have been met, then *we* will pay *your* necessary and reasonable *fraud costs*.

SECTION 4- IDENTITY RECOVERY

SECTION 4- Coverage Requirements

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

1. There has been an *identity theft* involving the personal identity of an *insured*; and
2. Such *identity theft* is first discovered by *you* during the policy period for which this endorsement is applicable; and
3. Such *identity theft* is reported to *us* within 60 days or such longer time as long as it does not impede the company's investigation of the claim; and
4. Such *identity theft* is reported in writing by *you* or another *insured* to the police.

SECTION 4- Coverages Provided

If all of the conditions listed above in SECTION 4 – Coverage Requirements have been met, then *we* will provide *you* the following coverages for loss directly arising from such *identity theft*:

1. Case Management Service
We will provide the services of an *identity recovery case manager* as needed to respond to the *identity theft*.
2. Costs Coverage
We will pay *your* reasonable and necessary *identity theft costs*.

EXCLUSIONS

The following additional exclusions apply to all coverages under this endorsement.

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

1. Any of the following by **you** or any **insured**:

- a. Criminal, fraudulent or dishonest acts, errors or omissions;
- b. Intentional violations of the law; or
- c. Intentionally initiating or contributing to a covered loss event.

However, this exclusion will not apply to the interests of any **insured** who has no knowledge of or involvement in such fraudulent, dishonest or criminal acts.

- 2. Any criminal investigations or proceedings.
- 3. Any physical damage.
- 4. Any third party liability or legal defense costs.
- 5. Any damage to a motor vehicle, watercraft, aircraft or other vehicle.
- 6. Any fines or penalties.
- 7. Loss to the internet, an internet service provider and any device or system that is not owned or leased by **you** or another **insured**, as well as operated under **your** control or the control of another **insured**.
- 8. Loss arising from any **business**, including but not limited to any **business** owned or operated by any **insured** or any **business** employing any **insured**.
- 9. Except as specifically provided under the System Restoration portion of Cyber Attack coverage, costs to research or correct any deficiency.
- 10. Any **cyber attack**, **cyber extortion event**, **fraud event** or **identity theft** first discovered by **you** prior to the inception of **your** coverage under this endorsement.
- 11. Any **cyber attack**, **cyber extortion event**, **fraud event** or **identity theft** first occurring more than 60 days prior to the inception of **your** coverage under this endorsement.
- 12. Any costs or expenses associated with a **cyber attack**, **cyber extortion event**, **fraud event** or **identity theft** if such costs or expenses are incurred more than one year from the expiration date of the policy shown on the declarations page.
- 13. The theft of a professional or business identity.

LIMITS

The Home Cyber Protection Annual Aggregate Limit shown in the Schedule is the most **we** will pay for all loss, damage or expense arising during any one policy period for all coverages provided by this endorsement other than Identity Recovery coverage. This limit shall apply to the total of all loss, damage or expense arising from all **cyber attacks**, **cyber extortion events** or **fraud events** occurring during such policy period. Costs incurred under SECTION 2- CYBER EXTORTION to provide **you** with professional assistance from a subject matter expert shall not reduce any limit of liability provided under this coverage.

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

The Identity Recovery Annual Aggregate Limit shown in the Schedule of this endorsement is the most **we** will pay for all loss or expense arising out of all **identity thefts** to any one **insured** which are first discovered by the **insured** during the present annual policy period.

Case Management Service under SECTION 4- IDENTITY RECOVERY is available as needed for any one **identity theft** for up to 12 consecutive months from the inception of the service. Costs **we** incur to provide Case Management Service do not reduce the amount of limit available for Costs Coverage.

Costs Coverage under SECTION 4- IDENTITY RECOVERY is subject to the limit shown in the Schedule. If an *identity theft* is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such *identity theft* will be subject to the aggregate limit applicable to the policy period when the *identity theft* was first discovered.

Legal costs as provided under item d. of the definition of *identity theft costs* are part of, and not in addition to, the Costs Coverage limit.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of *identity theft costs* are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to wages lost and costs incurred within 12 months after the first discovery of the *identity theft* by the *insured*.

Item g. (Miscellaneous Unnamed Costs) of the definition of *identity theft costs* is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the *identity theft* by the *insured*.

DEDUCTIBLES

We will pay only that part of the total payable loss that exceeds the Home Cyber Protection Occurrence Deductible shown in the Schedule for this endorsement, subject to the Home Cyber Protection Annual Aggregate Limit. SECTION 4 of this endorsement is not subject to a deductible.

CONDITIONS

The following additional conditions apply to all coverages under this endorsement.

1. Assistance and Claims

As respects SECTION 4- IDENTITY RECOVERY, for assistance the *insured* should call the **Identity Recovery Help Line** at 1-844-855-1894.

The **Identity Recovery Help Line** can provide the *insured* with:

- a. Information and advice for how to respond to a possible *identity theft*; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Costs Coverage.

In some cases, *we* may provide Case Management services at *our* expense to an *insured* prior to a determination that a covered *identity theft* has occurred. *Our* provision of such services is not an admission of liability under the policy. *We* reserve the right to deny further coverage or service if, after investigation, *we* determine that a covered *identity theft* has not occurred.

As respects Costs Coverage, the *insured* must send to *us*, within 60 days after *our* request, receipts, bills or other records that support his or her claim for *identity theft costs*.

2. Confidentiality

As respects SECTION 2- CYBER EXTORTION, *insureds* must make every reasonable effort not to divulge the existence of this coverage.

3. Due Diligence

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

- a. Providing and maintaining appropriate system and data security; and
- b. Maintaining and updating at appropriate intervals backups of electronic data.

4. Legal Advice

We are not *your* legal advisor. *Our* determination of what is or is not insured under this endorsement does not represent advice or counsel from *us* about what *you* should or should not do.

5. Other Coverage in This Policy

Some elements of coverage under this endorsement may also be covered under the policy to which this endorsement is attached. If so, the coverage under this endorsement will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will apply toward any deductible for coverage under this endorsement.

6. Services

- a. **We** will only pay under this endorsement for services that are provided by service providers approved by **us**. **You** must obtain **our** prior approval for any service provider whose expenses **you** want covered under this endorsement. **We** will not unreasonably withhold such approval.
- b. **You** will have a direct relationship with service providers paid for in whole or in part under this endorsement. Those firms work for **you**.
- c. With respect to any services provided by any service provider paid for in whole or in part under this endorsement:
 - (1) The effectiveness of such services depends on **your** cooperation and assistance.
 - (2) **We** do not warrant or guarantee that services will be available or applicable to all individuals. For example, under SECTION 4- IDENTITY RECOVERY **insureds** who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico.
 - (3) **We** do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

All other **terms** and conditions remain unchanged.