

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Filing at a Glance

Company: TDC Specialty Insurance Company
 Product Name: CyberGuard Plus Cyber Liability
 State: California
 TOI: 17.2 Other Liability-Claims Made Only
 Sub-TOI: 17.2000 Other Liability Sub-TOI Combinations
 Filing Type: New Program
 Date Submitted: 06/23/2020
 SERFF Tr Num: DCTR-132392072
 SERFF Status: Closed-Approved
 State Tr Num: 20-2239
 State Status: Approved
 Co Tr Num: 2020-TDCSI-CA-CYBER-01

 Effective Date: 09/01/2020
 Requested (New):
 Effective Date: 09/01/2020
 Requested (Renewal):
 Author(s): Patty Edgington, Jan VanRoekel, Laura Maragnano
 Reviewer(s): Clayton Lay (primary), Eric DeMesa
 Disposition Date: 09/08/2020
 Disposition Status: Approved
 Effective Date (New): 09/08/2020
 Effective Date (Renewal): 09/08/2020

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State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

General Information

Project Name: CyberGuard PLUS Program

Project Number: 2020 New Program

Reference Organization:

Reference Title:

Filing Status Changed: 09/08/2020

State Status Changed: 09/08/2020

Created By: Jan VanRoekel

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date: 09/08/2020

Submitted By: Jan VanRoekel

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

TDC SPECIALTY INSURANCE COMPANY
CYBER LIABILITY COVERAGE FOR HEALTHCARE PROFESSIONALS
INTRODUCTION OF NEW PROGRAM (NEW POLICY FORMS AND ENDORSEMENTS, RATES AND RULES)

On behalf of the captioned Company, we submit this filing to introduce a new program to offer Physicians, Surgeons and Ancillary Healthcare Providers Professional Liability (PSAHPPL) insureds of The Doctors Company, an Interinsurance Exchange, an expanded portfolio of Cyber Liability insurance coverages under the Cyber Liability Coverage for Healthcare Professionals plan (CLCHP).

This new program was developed to offer an independent, cyber-specific policy form, focused on the HC Provider segment. This new Cyber-specific policy can be purchased in the place of the more basic coverage offered under an endorsement to the PSAHPPL policy. The new CLCHP policy includes new cyber-specific claims features (24/7 access to expert breach counsel), the ability to purchase additional coverage options (e.g. Contingent Business Interruption and Cyber Crime), and limits up to \$5M. It is only available to concurrent PSAHPPL insureds who decline the endorsement buy-up option in the PSAHPPL plan.

The Rating Plan for the CLCHP policy is included in this filing submission. The proposed rates have been developed by blending existing Cyber rating from a number of different plans:

1. FL OIR #18-01141 – The Medical Protective Company – Cyber Liability & Data Breach and Billing Practices and Regulatory Liability (MedPro)
2. SERFF #COIN-131445684 – COPIC Insurance Company – Cyber Liability (COPIC)
3. SERFF #PERR-130788071 – MMIC Insurance Inc. – Provider Medical Professional Liability (MMIC)
4. CDI #18-1343 – Beazley Insurance Company – Beazley Breach Response (BZLY)
5. CDI #18-2148 – ACE American Insurance Company – Chubb DigiTech® Enterprise Risk Management (CHB)

The plans were blended to incorporate the broader suite of Cyber insurance agreements and coverage modifications in the BZLY and CHB plans with the HC Provider focused aspects of the COPIC, MMIC, and MedPro rating plans.

Since this is a new program and there are no current policyholders for TDC Specialty Insurance Company, there is no overall rate impact associated with this filing. The rates in the underlying plan were developed so as not to be inadequate, excessive, or unfairly discriminatory. TDC Specialty Insurance Company plans to closely monitor this coverage as its experience matures and will implement changes to the program as necessary.

The Company reserves the right to reformat the forms included in this filing as needed for printing and system adjustments. The Company also reserves the right to use the forms included in this filing in a variety of media, such as the internet, with the understanding that there may be slight accommodations for viewing or using the forms in such media. The Company agrees that it will satisfy applicable legal requirements for font size and any other relevant formatting requirements if it makes any adjustment to the format of the forms included in this filing.

In accordance with your requirements, we have also attached the following:

1. Prior Approval Rate Application (PrioAppRate APL_Ed1-06-2020) in both Excel and PDF formats.
2. Prior Approval Rate Template (Ed02-21-2020) in both Excel and PDF formats.
2. California Exhibit 16 New Program Explanatory Memorandum
3. California Exhibit 19 Competitor Filing Base Rate Comparison

We trust you will find this submission complete and look forward to your response.

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Thank you.

Company and Contact

Filing Contact Information

Jan Van Roekel, Director, Regulatory Compliance
 JVanroekel@thedoctors.com
 185 Greenwood Road
 Napa, CA 94558
 707-226-0103 [Phone]
 707-226-0370 [FAX]

Filing Company Information

TDC Specialty Insurance Company	CoCode: 34487	State of Domicile: District of Columbia
185 Greenwood Road	Group Code: 831	Company Type: Property & Casualty
P.O. Box 2900	Group Name: Doctors Company Insurance	State ID Number:
Napa, CA 94558	FEIN Number: 95-4241120	
(707) 226-0318 ext. [Phone]		

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:

State Specific

Variance Requested? (Yes/No): No

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Clayton Lay	09/08/2020	09/08/2020

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Respond immediately	Clayton Lay	08/24/2020	08/24/2020
Pending company response	Clayton Lay	08/14/2020	08/14/2020
Pending company response	Clayton Lay	07/30/2020	07/30/2020
Pending company response	Clayton Lay	07/29/2020	07/29/2020
Pending company response	Jesse Rivera	07/01/2020	07/01/2020
Pending company response	Jesse Rivera	06/30/2020	06/30/2020
Respond immediately	Jesse Rivera	06/29/2020	06/29/2020

Response Letters

Responded By	Created On	Date Submitted
Jan VanRoekel	08/24/2020	08/24/2020
Jan VanRoekel	08/18/2020	08/18/2020
Patty Edgington	07/31/2020	07/31/2020
Patty Edgington	07/30/2020	07/30/2020
Patty Edgington	07/02/2020	07/06/2020
Jan VanRoekel	06/30/2020	06/30/2020
Jan VanRoekel	06/30/2020	06/30/2020

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Consequential Property Damage to Computer System Endorsement ("Bricking")	Jan VanRoekel	06/26/2020	06/26/2020
Form	Consequential Property Damage to Computer System Endorsement ("Bricking")	Jan VanRoekel	06/26/2020	06/26/2020
Supporting Document	New Prior Approval Rate Application	Jan VanRoekel	06/26/2020	06/26/2020

State: California Filing Company: TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Waiver of Deemer Provision	Note To Reviewer	Jan VanRoekel	08/24/2020	08/24/2020

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Disposition

Disposition Date: 09/08/2020
 Effective Date (New): 09/08/2020
 Effective Date (Renewal): 09/08/2020
 Status: Approved

Comment: Only the changes specifically indicated in the application set forth above, as it may have been amended, are approved. Nothing in this letter shall constitute approval of any other application, whether incorporated by reference, or filed prior or subsequent to the application set forth above. The insurer shall begin issuing policies pursuant to this approval within 90 days of the date of this approval, provided that the insurer is licensed in California to transact the line of insurance for which the approval is given. The insurer may implement this approval earlier if it is able to do so. Regardless of the implementation date, the insurer shall implement this approval with the same effective date for both new and renewal business and shall offer this product to all eligible applicants as of the implementation date. This approval shall continue to have full force and effect until such time as a subsequent change for the referenced lines or programs may be approved or ordered by the Insurance Commissioner.

If any portion of the application or related documentation conflicts with California law, that portion is specifically not approved. This approval does not constitute an approval of underwriting guidelines nor the specific language, coverages, terms, covenants and conditions contained in any forms, or the forms themselves. Policy forms and underwriting guidelines included in this filing were reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance. Any subsequent changes to underwriting guidelines or coverage, terms, covenants and conditions contained in any forms must be submitted with supporting documentation where those changes result in any rating impact. The Commissioner may at any time take any action allowed by law if he determines that any underwriting guidelines, forms or procedures for application of rates, or any other portions of the application conflict with any applicable laws or regulations.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
TDC Specialty Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	New Prior Approval Rate Application		Yes

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	California Exhibit 16 - New Program Explanatory Memorandum		Yes
Supporting Document	California Exhibit 19 - Competitor Filing Base Rate Comparison		Yes
Supporting Document	Underwriting Guidelines		Yes
Form	CyberGuard PLUS Program Application		Yes
Form	CyberGuard PLUS Program Renewal Application		Yes
Form	CyberGuard PLUS Program for Healthcare Professionals Declarations		Yes
Form	CyberGuard PLUS Program for Healthcare Professionals Policy		Yes
Form	California State Amendatory Endorsement		Yes
Form	Schedule A - Designated Service Providers		Yes
Form	Amend Item 1 of the Declaration Endorsement		Yes
Form	Delete Endorsement		Yes
Form	Additional Insured Where Required By Contract Endorsement		Yes
Form	Specific Entity Exclusion		Yes
Form	Amend Item 3 of the Declarations Endorsement		Yes
Form	Amend Item 5 of the Declarations Endorsement		Yes
Form	CyberGuard Anti-Stacking Endorsement		Yes
Form	Amend Definition of Period of Restoration Endorsement		Yes
Form	Specific Claim or Event Exclusion		Yes
Form	Cancellation By First Named Insured Endorsement		Yes
Form	Cancellation By Us Endorsement		Yes
Form	Cap on Losses From Certified Acts of Terrorism Endorsement		Yes
Form	Certified Acts of Terrorism Exclusion		Yes
Form	Contingent Business Interruption/System Failure Business Interruption Limits of Liability and Outsourced Providers Endorsement		Yes
Form	Amend Definition of Insured Person Endorsement		Yes
Form	Notified Individuals Endorsement		Yes

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Amend Period of Restoration Endorsement		Yes
Form	Amend General Condition (D)(1)(a) Endorsement		Yes
Form	Amend Definition of Privacy Event to Include Unintentional Wrongful Collection Endorsement		Yes
Form	Clarification Regarding General Data Protection Regulation Endorsement		Yes
Form (revised)	Consequential Property Damage to Computer System Endorsement ("Bricking")		Yes
Form	Consequential Property Damage to Computer System Endorsement ("Bricking")		Yes
Form	Consequential Property Damage to Computer System Endorsement ("Bricking")		Yes
Form	Contingent Business Interruption/System Failure Business Interruption/Voluntary Shutdown Business Interruption Limits of Liability and Outsourced Providers Endorsement		Yes
Form	Reputational Income Loss Coverage Endorsement		Yes
Form	Amend Definition of Named Insured to Include Specific Entity(ies) Endorsement		Yes
Form	Amend First Named Insured Endorsement		Yes
Form	Amend Business Interruption Endorsement (Excludes Coverage for Contingent Business Interruption and System Failure Business Interruption)		Yes
Form	Amend Retention for Breach Counsel Expenses Endorsement		Yes
Form	Additional Insured Where Required by Contract Endorsement (Liability Coverages)		Yes
Form	Midterm Additional or Return Premium Endorsement		Yes
Form	Amend Conduct Exclusion		Yes
Form	Amend Item 12 Policy Form and Endorsements Attached at Issuance (To Correct Error at Issuance)		Yes
Form	Amend Item 2 Policy Period of the Declarations Endorsement		Yes
Form	Amend Item 7 Pending or Prior Date Endorsement (To Correct Error at Issuance)		Yes
Form	Specific State Exclusion		Yes
Form	Election of Extended Reporting Period Endorsement		Yes

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Mailing Address Endorsement		Yes
Form	Midterm Increased Limits of Liability Endorsement (Data Security and Privacy and Policy Aggregate Only)		Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage		Yes
Rate (revised)	California Rules and Rates Manual		Yes
Rate	California Rules and Rates Manual		Yes

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Respond immediately
Objection Letter Date	08/24/2020
Submitted Date	08/24/2020
Respond By Date	08/24/2020

Dear Jan Van Roekel,

Introduction:

Our records indicate that the deemer date for this filing is September 08,2020. In order for us to complete our review, we request a waiver of the deemer.

We ask that TDC Specialty Insurance Company submits a SERFF note with the wording below to waive the deemer provisions:

Regarding the above-referenced rate application, TDC Specialty Insurance Company ("applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, San Francisco, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 46, and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 63.

Conclusion:

Sincerely,
Clayton Lay

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	08/14/2020
Submitted Date	08/14/2020
Respond By Date	08/19/2020

Dear Jan Van Roekel,

Introduction:

CPE-010012-12-17, Specific Claim or Event Exclusion: Please explain when this would be applicable and examples/types of such specific circumstances or events that would be excluded from coverage

Conclusion:

Sincerely,
Clayton Lay

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	07/30/2020
Submitted Date	07/30/2020
Respond By Date	08/06/2020

Dear Jan Van Roekel,

Introduction:

Apologies, it seems the objection didn't go through. The objection that was referred to is as follows:

California Rules and Rates Manual:

B. Rating Factors, d. Coverage Allocations: These allocations equate to 100.1%, please correct to 100%.

III. SCHEDULE MODIFICATION PLAN: The total modification must not exceed +/-25% to meet regulations.

Conclusion:

Sincerely,
Clayton Lay

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	07/29/2020
Submitted Date	07/29/2020
Respond By Date	08/03/2020

Dear Jan Van Roekel,

Introduction:

Please refer to pending objection of the manual.

Conclusion:

Sincerely,
Clayton Lay

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	07/01/2020
Submitted Date	07/01/2020
Respond By Date	07/06/2020

Dear Jan Van Roekel,

Introduction:

The most recent calendar year data on the Rate Template should also be 2019.

Conclusion:

Sincerely,
Jesse Rivera

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	06/30/2020
Submitted Date	06/30/2020
Respond By Date	

Dear Jan Van Roekel,

Introduction:

Thank you for your response. However, to meet basic compliance for this filing, please respond to the objection(s) below.

Objection 1

- New Prior Approval Rate Application (Supporting Document)

Comments: 1. Only one page of the Rate Application in Adobe format was attached. Please attach all the required pages.

2. The most recent calendar year data on the Rate Template should be 2019 also. The Rate Template is different from the Rate Application.

Conclusion:

Sincerely,
Jesse Rivera

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Objection Letter

Objection Letter Status	Respond immediately
Objection Letter Date	06/29/2020
Submitted Date	06/29/2020
Respond By Date	07/06/2020

Dear Jan Van Roekel,

Introduction:

Thank you for your application. However, to meet basic compliance for this filing, please respond to the objection(s) below.

Objection 1

- New Prior Approval Rate Application (Supporting Document)

Comments: The most recent calendar year data on the Rate Template should be 2019.

Conclusion:

Sincerely,
Jesse Rivera

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/24/2020
Submitted Date	08/24/2020

Dear Clayton Lay,

Introduction:

This is in response to your correspondence dated August 24, 2020.

Response 1

Comments:

Regarding the above-referenced rate application, TDC Specialty Insurance Company ("applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, San Francisco, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 46, and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 63.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Jan VanRoekel

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/18/2020
Submitted Date	08/18/2020

Dear Clayton Lay,

Introduction:

This is in response to your correspondence received on August 14, 2020.

Response 1

Comments:

CPE-010012-12-17 Specific Claim or Event Exclusion is used to clarify intended coverage related to known events. We do not intend to provide insurance for future claims that arise out of specific cyber events that are known prior to policy inception. For example, in the underwriting process, an applicant discloses that an email phishing campaign event occurred in the prior year. The applicants forensic investigation for the specific event revealed that certain employees provided their usernames and passwords in response to the phishing email, thus potentially exposing PHI. Endorsement CPE-010012-12-17 would clarify that our policy will not cover exposure arising out of this known specific circumstance or event, notice of which has often been provided to the expiring carrier for coverage.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We trust this explanation will satisfy your inquiry. However, should you have any additional questions, please feel free to contact me. Thank you.

Sincerely,

Jan VanRoekel

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 07/31/2020
 Submitted Date 07/31/2020

Dear Clayton Lay,

Introduction:

This is in response to your correspondence received July 30, 2020.

Response 1

Comments:

Response #1: This difference was due to underlying table maintaining more decimals than were displayed. Percentages have now been rounded and balanced and the table has been updated.

Response #2: The Max Debits/Credits were defined on the top of page 8 and already limited modifications to +/-25%. A page-break to pull the capping table closer to the modifier table, and it is now shown on page 7.

Note: Due to the elimination of the page break in #2 the table of contents updated the final record from page 8 to page 7.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	California Rules and Rates Manual	v.2020.05 Pages 1-8	New		07/31/2020 By: Patty Edgington
<i>Previous Version</i>					
1	California Rules and Rates Manual	v.2020.05 Pages 1-8	New		06/23/2020 By: Jan VanRoekel

Conclusion:

If you need additional information, please let me know.

Sincerely,

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Patty Edgington

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/30/2020
Submitted Date	07/30/2020

Dear Clayton Lay,

Introduction:

This is in response to your correspondence received July 29, 2020.

Response 1

Comments:

Can you please clarify the information you are needing? It is not clear what the "pending objection of the manual" you are referencing. All of the prior objections were related to the prior approval rate application/templates of which responses were supplied. If I am misinterpreting something, I apologize in advance because I honestly do not know what needs to be addressed. Thank you in advance for providing clarification.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your assistance.

Sincerely,

Patty Edgington

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/02/2020
Submitted Date	07/06/2020

Dear Clayton Lay,

Introduction:

This is in response to your correspondence received July 1, 2020.

Response 1

Comments:

Please see updated rate template document.

Changed Items:

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.
Attachment(s):	PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.07.06.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.07.06.xlsm
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf</i>

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

If you need additional information, please let me know.

Sincerely,

Patty Edgington

State:	California	Filing Company:	TDC Specialty Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations		
Product Name:	CyberGuard Plus Cyber Liability		
Project Name/Number:	CyberGuard PLUS Program/2020 New Program		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/30/2020
Submitted Date	06/30/2020

Dear Clayton Lay,

Introduction:

Thank you for your letter of this date.

Response 1

Comments:

Please find attached the corrected and complete forms of the Prior Approval Rate Application and Prior Approval Rate Template now showing the most recent calendar year data as 2019. I apologize for the inconvenience.

Related Objection 1

Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: 1. Only one page of the Rate Application in Adobe format was attached. Please attach all the required pages.
2. The most recent calendar year data on the Rate Template should be 2019 also. The Rate Template is different from the Rate Application.

Changed Items:

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.
Attachment(s):	PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Should you require additional information, please do not hesitate to contact me.

Thank you.

Sincerely,

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Jan VanRoekel

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/30/2020
Submitted Date	06/30/2020

Dear Clayton Lay,

Introduction:

This is in response to your letter of June 29, 2020.

Response 1

Comments:

We have corrected the most recent calendar year on the Rate Application to be 2019.

Related Objection 1

Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: The most recent calendar year data on the Rate Template should be 2019.

Changed Items:

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.
Attachment(s):	PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Should you have any additional questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Jan VanRoekel

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Amendment Letter

Submitted Date:

06/26/2020

Comments:

The Endorsement form referenced in the Amendment submitted earlier has been corrected and is attached below. We had to correct the header and apologize for this error.

Thank you.

Changed Items:

State: California
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Filing Company: TDC Specialty Insurance Company

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-06-20	06-20	END	New			CPE-010025-06-20 Consequential Property Damage to Computer System Endorsement (Bricking).pdf	Date Submitted: 06/26/2020 By:
<i>Previous Version</i>									
1	Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-06-20	06-20	END	New			CPE-010025-06-20 Consequential Property Damage to Computer System Endorsement (Bricking).pdf	Date Submitted: 06/26/2020 By:
<i>Previous Version</i>									
1	Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-01-19	01-19	END	New			CPE-010025-01-19 Consequential Property Damage to Computer System Endorsement (Bricking).pdf	Date Submitted: 06/23/2020 By: Jan VanRoekel

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Amendment Letter

Submitted Date: 06/26/2020

Comments:

We respectfully request to amend the filing by filing an updated version of the Consequential Property Damage to Computer System Endorsement (Bricking) form. Accordingly, we have amended the Forms Schedule by withdrawing the Endorsement Form CPE-010025-01-19 and replacing it with the Endorsement Form CPE-010025-06-20 as well as updating the New Prior Approval Rate Application found under the Supporting Documentation tab. Please see changed Schedule Items below.

We apologize for the inconvenience and appreciate your understanding.

Thank you.

Changed Items:

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-06-20	06-20	END	New			CPE-010025-06-20 Consequential Property Damage to Computer System Endorsement (Bricking).pdf	Date Submitted: 06/26/2020 By:

Previous Version

1	Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-01-19	01-19	END	New			CPE-010025-01-19 Consequential Property Damage to Computer System Endorsement (Bricking).pdf	Date Submitted: 06/23/2020 By: Jan VanRoekel
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No Rate Schedule Items Changed.

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Supporting Document Schedule Item Changes

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.
Attachment(s):	PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>New Prior Approval Rate Application</i>
Comments:	<i>Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.</i>
Attachment(s):	<i>PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf</i>

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Note To Reviewer

Created By:

Jan VanRoekel on 08/24/2020 06:10 PM

Last Edited By:

Jan VanRoekel

Submitted On:

08/24/2020 06:10 PM

Subject:

Waiver of Deemer Provision

Comments:

Regarding the above-referenced rate application, TDC Specialty Insurance Company ("applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, San Francisco, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 46, and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day 63.

State: California
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Filing Company: TDC Specialty Insurance Company

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		CyberGuard PLUS Program Application	CPA-030001-05-20	05-20	ABE	New			CPA-030001-05-20 CyberGuard PLUS Program Application.pdf
2		CyberGuard PLUS Program Renewal Application	CPA-030002-05-20	5-20	ABE	New			CPA-030002-05-20 CyberGuard PLUS Program Renewal Application.pdf
3		CyberGuard PLUS Program for Healthcare Professionals Declarations	CPD-030001-07-19	07-19	DEC	New			CPD-030001-07-19 CyberGuard PLUS Program for Healthcare Professionals Declarations.pdf
4		CyberGuard PLUS Program for Healthcare Professionals Policy	CPF-030001-07-19	07-19	PCF	New			CPF-030001-07-19 CyberGuard PLUS Program for Healthcare Professionals Policy.pdf
5		California State Amendatory Endorsement	CPE-0300CA-07-19	07-19	END	New			CPE-0300CA-07-19 California State Amendatory Endorsement.pdf
6		Schedule A - Designated Service Providers	CPE-010002-12-17	12-17	END	New			CPE-010002-12-17 Schedule A - Designated Service Providers.pdf
7		Amend Item 1 of the Declaration Endorsement	CPE-010003-12-17	12-17	END	New			CPE-010003-12-17 Amend ITEM 1 of the Declarations Named Insured.pdf

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
8		Delete Endorsement	CPE-010004-12-17	12-17	END	New			CPE-010004-12-17 Delete Endorsement.pdf
9		Additional Insured Where Required By Contract Endorsement	CPE-010005-04-18	04-18	END	New			CPE-010005-04-18 Additional Insured Endorsement.pdf
10		Specific Entity Exclusion	CPE-010006-12-17	12-17	END	New			CPE-010006-12-17 Specific Entity Exclusion.pdf
11		Amend Item 3 of the Declarations Endorsement	CPE-030004-05-20	05-20	END	New			CPE-030004-05-20 Amend Item 3 of the Declarations Endorsement.pdf
12		Amend Item 5 of the Declarations Endorsement	CPE-030005-05-20	05-20	END	New			CPE-030005-05-20 Amend Item 5 of the Declarations Endorsement.pdf
13		CyberGuard Anti-Stacking Endorsement	CPE030006-06-20	06-20	END	New			CPE-030006-06-20 CyberGuard Anti-Stacking Endorsement.pdf
14		Amend Definition of Period of Restoration Endorsement	CPE-010011-12-17	12-17	END	New			CPE-010011-12-17 Amend Definition of Period of Restoration (Fill-In for number of days).pdf
15		Specific Claim or Event Exclusion	CPE-010012-12-17	12-17	END	New			CPE-010012-12-17 Specific Claim or Event Exclusion.pdf
16		Cancellation By First Named Insured Endorsement	CPE-010013-12-17	12-17	END	New			CPE-010013-12-17 Cancellation by First Named Insured Endorsement.pdf

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
17		Cancellation By Us Endorsement	CPE-010014-12-17	12-17	END	New			CPE-010014-12-17 Cancellation by Us for Nonpayment of Premium Endorsement.pdf
18		Cap on Losses From Certified Acts of Terrorism Endorsement	CPE-010015-12-17	12-17	END	New			CPE-010015-12-17 Cap on Losses from Certified Acts of Terrorism (TRIA) Endorsement.pdf
19		Certified Acts of Terrorism Exclusion	CPE-010016-12-17	12-17	END	New			CPE-010016-12-17 Certified Acts of Terrorism (TRIA) Exclusion.pdf
20		Contingent Business Interruption/System Failure Business Interruption Limits of Liability and Outsourced Providers Endorsement	CPE-010017-01-19	01-19	END	New			CPE-010017-01-19 Cont Bus Interrupt Sys Failure LL and Outsourced Providers.pdf
21		Amend Definition of Insured Person Endorsement	CPE-010018-03-18	03-18	END	New			CPE-010018-03-18 Amend Def of Insured Person Independent Contractors Endorsement.pdf
22		Notified Individuals Endorsement	CPE-010019-05-18	05-18	END	New			CPE-010019-05-18 Notified Individuals Endorsement.pdf
23		Amend Period of Restoration Endorsement	CPE-010020-05-18	05-18	END	New			CPE-010020-05-18 Amend Period of Restoration (with fill-in for number of days).pdf

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
24		Amend General Condition (D)(1)(a) Endorsement	CPE-010021-05-18	05-18	END	New			CPE-010021-05-18 Amend Condition (D)(1)(a) Reporting Period (with fill in for number of days).pdf
25		Amend Definition of Privacy Event to Include Unintentional Wrongful Collection Endorsement	CPE-010022-08-18	08-18	END	New			CPE-010022-08-18 Amend Privacy Event to Include Unintentional Wrongful Collection (B)(1) Only).pdf
26		Clarification Regarding General Data Protection Regulation Endorsement	CPE-010024-09-18	09-18	END	New			CPE-010024-09-18 Clarification Regarding General Data Protection Regulation (GDPR) Endorsement.pdf
27		Consequential Property Damage to Computer System Endorsement ("Bricking")	CPE-010025-06-20	06-20	END	New			CPE-010025-06-20 Consequential Property Damage to Computer System Endorsement (Bricking).pdf
28		Contingent Business Interruption/System Failure Business Interruption/Voluntary Shutdown Business Interruption Limits of Liability and Outsourced Providers Endorsement	CPE-010026-01-19	01-19	END	New			CPE-010026-01-19 Contingent BI, System Failure BI & Voluntary Shutdown BI Sublimit.pdf

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
29		Reputational Income Loss Coverage Endorsement	CPE-010028-06-19	06-19	END	New			CPE-010028-06-19 Reputational Income Loss Coverage Endorsement.pdf
30		Amend Definition of Named Insured to Include Specific Entity(ies) Endorsement	CPE-010029-04-19	04-19	END	New			CPE-010029-04-19 Amend Definition of Named Insured to Include Specific Entity(ies).pdf
31		Amend First Named Insured Endorsement	CPE-010030-04-19	04-19	END	New			CPE-010030-04-19 Amend First Named Insured Endorsement.pdf
32		Amend Business Interruption Endorsement (Excludes Coverage for Contingent Business Interruption and System Failure Business Interruption)	CPE-010031-05-19	05-19	END	New			CPE-010031-05-19 Amend BI (Excludes Conting BI & System Failure BI).pdf
33		Amend Retention for Breach Counsel Expenses Endorsement	CPE-010034-06-19	06-19	END	New			CPE-010034-06-19 Amend Retention for Breach Counsel Expenses Endorsement.pdf
34		Additional Insured Where Required by Contract Endorsement (Liability Coverages)	CPE-010037-10-19	10-19	END	New			CPE-010037-10-19 Addt Insured Where Required By Contract (Liab Cov).pdf
35		Midterm Additional or Return Premium Endorsement	CPE-010038-11-19	11-19	END	New			CPE-010038-11-19 Midterm Additional or Return Premium Endorsement.pdf

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
36		Amend Conduct Exclusion	CPE-010039-11-19	11-19	END	New			CPE-010039-11-19 Amend Conduct Exclusion.pdf
37		Amend Item 12 Policy Form and Endorsements Attached at Issuance (To Correct Error at Issuance)	CPE-010043-02-20	02-20	END	New			CPE-010043-02-20 Amend ITEM 12 Policy Form and Endorse at Issuance (correct error).pdf
38		Amend Item 2 Policy Period of the Declarations Endorsement	CPE-010044-02-20	02-20	END	New			CPE-010044-02-20 Amend ITEM 2 Policy Period of the Declarations Endorsement.pdf
39		Amend Item 7 Pending or Prior Date Endorsement (To Correct Error at Issuance)	CPE-010045-03-20	03-20	END	New			CPE-010045-03-20 Amend ITEM 7 Pending or Prior Date Endorsement.pdf
40		Specific State Exclusion	CPE-010046-03-20	03-20	END	New			CPE-010046-03-20 Specific State Exclusion.pdf
41		Election of Extended Reporting Period Endorsement	CPE-030001-07-19	07-19	END	New			CPE-030001-07-19 Election of Extended Reporting Period Endorsement.pdf
42		Mailing Address Endorsement	CPE-030002-05-20	05-20	END	New			CPE-030002-05-20 Mailing Address Endorsement.pdf
43		Midterm Increased Limits of Liability Endorsement (Data Security and Privacy and Policy Aggregate Only)	CPE-030003-05-20	05-20	END	New			CPE-030003-05-20 Midterm Increased Limits (Data Security-Privacy-Policy Agg Only).pdf

State: California

Filing Company: TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
44		Policyholder Disclosure Notice of Terrorism Insurance Coverage	GDN-0005-10-17	10-17	DSC	New			GDN-000005-10-17 TRIA Policyholder Disclosure Notice.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

CyberGuard® PLUS Program Application

Higher Limits for Cyber Liability Coverage for Healthcare Professionals

APPLICATION INSTRUCTIONS

NOTICE: PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE MAY CONTAIN CLAIMS MADE COVERAGE WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTED PERIOD AND REPORTED IN ACCORDANCE WITH THE POLICY'S REPORTING PROVISIONS. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

Prior to completing the attached application, please read and follow these instructions. Please verify that all required attachments are included so that we may process the Application promptly and efficiently.

- Please complete this form electronically or print responses legibly.
- Please sign and date the application where indicated.
- All information requested must be fully and accurately completed.
- If changes or corrections must be made to the completed application, strike out or line through the incorrect information, write in the modification, and initial and date the change.
- If a particular question does not apply, please write "N/A."
- If additional space is needed, please continue answers on a separate page and attach it to the Application.
- Claims information should be provided for a six-year experience period. This applies to open and closed claims and to any incidents reported to a previous carrier. Provide detailed claims information, including **CURRENT CARRIER LOSS RUNS**.

CURRENT MEDICAL PROFESSIONAL POLICY DETAILS

1.	Does the Applicant have a current in force Medical Professional policy with The Doctors Company?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Application currently in process
	The Doctors Company Professional Liability Policy Number	
	Professional Liability Policy period	

ACCOUNT INFORMATION

2.	Applicant Name			
	Doing Business As (DBA)			
	Federal Employee ID# (FEIN)			
	State of Domicile			
3.	Mailing Address	Street:		
		City:	State:	Zip:
		Website:		
4.	Policy Information Contact	Name/Title:		
		Email Address:		
		Telephone Number:		

5. Cyber Risk Control Contact	Name/Title:
	Email Address:
	Telephone Number:
6. Number of years the Applicant has been under present ownership: _____	
7. Date Established	
8. Applicant's Organizational Structure	<input type="checkbox"/> Solo Structure <input type="checkbox"/> Group Practice <input type="checkbox"/> Other : _____
9. Is the Applicant owned, controlled or affiliated with any other entity? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please attach details.	
10. Within the past 36 months or within the next 12 months, has the Applicant or does the Applicant expect to:	
a. Merge, acquire or consolidate with another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Sell or divest another entity or facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Discontinue any operations or services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Enter into any new business activities or services (Including new procedures or products being offered)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," describe the essential terms of such transaction:	

PREVIOUS COVERAGE

11. Does the Applicant have current Cyber coverage in place? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please indicate carrier, limit and premium:
12. Indicate the following as it relates to the Applicant's requested coverage: Limit: _____ Retention: _____ Effective Date: _____

FINANCIAL AND EXPOSURE DETAILS

13. Indicate the following as it relates to the Applicant's fiscal year end (FYE):			
	Most Recent Financial Year End	Prior Financial Year End	Projected Financial Year End
Total Annual Revenue	\$ _____	\$ _____	\$ _____
14. What is the number of Full Time Equivalent (FTE) physicians within your practice? (1 part-time physician = 1/2 FTE) _____			
a) Do you have any Independent Contractor Physicians within your practice? If "Yes, how many? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b) Do you intend to have this policy cover these Independent Contractor Physicians?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
15. Please estimate total number of patient and employee records you store either electronically or in physical files? _____			
16. Do the answers above capture the full operations of the Applicant's medical practice? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," please explain:			

OPERATIONS AND ADMINISTRATION

Privacy/Compliance Controls

17. Is there someone on staff directly responsible for privacy and compliance? Yes No
18. What is the status of your HIPAA compliance? Fully Compliant Partially Compliant Not Applicable

HIPAA/HITECH Compliance

19. Have you ever been the subject of a Department of Health & Human Services (HHS) investigation or regulatory audit? (If "Yes," please attach details) Yes No
20. Does the applicant conduct an annual HIPAA Security Risk Assessment? Yes No
- a) Is the assessment conducted internally or externally?
- b) Which vendor do you use to complete the assessment? _____
- c) Are employees trained annually to comply with privacy regulations? Yes No
- d) Is the training mandatory? Yes No
- e) Is access to your network system granted on a need to know basis? Yes No
- f) Is access terminated immediately once separated from employment? Yes No

Encryption Controls

21. Are encryption controls in place to protect sensitive data within your network? Yes No
- a) Do you encrypt data moving through your network, including wireless transmission? Yes No
- b) Do you encrypt data that resides within your databases, file system, or other storage methods? Yes No
22. Do you allow patient information (PHI) to be transmitted to or stored on mobile devices? Yes No
- If "Yes,":
- a) Are mobile devices protected with encryption? Yes No
- b) Is there a password requirement? Yes No

Payment Card Industry

23. Does the applicant process credit or debit card transactions? Yes No
- If "Yes," are you PCI compliant? Yes No
24. Do you outsource your credit card processing? Yes No
- If "Yes," vendor name: _____
- If "Yes," is the processor PCI compliant? Yes No
- Unknown

Service Provider Information

25. Is any sensitive data (PII/PHI) collected, stored, processed or maintained offsite via a third party computer system, network, or cloud on your behalf? Yes No
- If "Yes,":
- a) Do you require the third party enter into a compliant Business Associate Agreement? (BAA) Yes No
- b) Does that BAA included language to indemnify you if they contribute to a confidentiality or privacy breach? Yes No
- c) Do you contractually require the third party to protect the PII/PHI with safeguards at least equal to your own? Yes No

Network System Controls

26. Which of the following does the Applicant currently have in place (select all that apply):
- | | |
|---|---|
| <input type="checkbox"/> Up-to-date, active firewall technology | <input type="checkbox"/> Updated anti-virus software active on all computers and networks |
| <input type="checkbox"/> Patch management procedures | <input type="checkbox"/> Intrusion detection software |
| <input type="checkbox"/> Multi-Factor login for privileged access | <input type="checkbox"/> Valuable/Sensitive Data Backup procedures |
| <input type="checkbox"/> Remote access limited to VPN | <input type="checkbox"/> Procedure to test or audit network security controls |
| <input type="checkbox"/> Incident Response Plan | <input type="checkbox"/> Secondary/Backup Computer System |
| <input type="checkbox"/> Disaster Recovery Plan | |
| <input type="checkbox"/> Business Continuity Plan | |

CLAIMS HISTORY

27. During the past five (5) years, has any claim that would fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance? Yes No

If "Yes," please provide dates of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed):

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 27 IS EXCLUDED FROM THE PROPOSED INSURANCE.

28. Is the Applicant or any entity or individual proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission which they have reason to believe may or could reasonably be foreseen to give rise to a claim that may fall within the scope of the proposed insurance? Yes No

If "Yes," please provide details:

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 28 IS EXCLUDED FROM THE PROPOSED INSURANCE.

FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

ALABAMA AND MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ARKANSAS, MINNESOTA AND OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to any insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, any insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud an insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

LOUISIANA, NEW MEXICO, RHODE ISLAND APPLICANTS AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MISSOURI APPLICANTS: Any person commits a "fraudulent insurance act" if such person knowingly presents, causes to be presented, or prepares with knowledge or belief that it will be presented, to or by an insurer, purported insurer, broker, or any agent thereof, any oral or written statement including computer generated documents as part of, or in support of, an application for the issuance of, or the rating of, an insurance policy for commercial or personal insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, which such person knows to contain materially false information concerning any fact material thereto or if such person conceals, for the purpose of misleading another, information concerning any fact material thereto.

NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OKLAHOMA APPLICANTS: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON AND TEXAS APPLICANTS: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO APPLICANTS: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) no more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

SIGNATURE AND AUTHORIZATION

The undersigned, as authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida accounts, the preceding sentence is replaced with the following: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by us. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

We will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

We are authorized to make any inquiry in connection with this Application. Our acceptance of this Application or the making of any subsequent inquiry does not bind you or us to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to us under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, you must notify us immediately and we may modify or withdraw any quotation or agreement to bind insurance.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant Name			
By (Authorized Signature)			
Name/Title			
Email Address			
Telephone Number			
Date			

NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.

Produced By (Insurance Agent)			
Insurance Agency			
Insurance Agency Taxpayer ID			
Agent License No. or Surplus Lines No.			
Address	Street:		
	City:	State:	Zip:
Email Address			

Submitted By (Insurance Agency)			
Insurance Agency Taxpayer ID			
Agent License No. or Surplus Lines No.			
Address	Street:		
	City:	State:	Zip:

NOTE: FOR NEW HAMPSHIRE APPLICANTS, PRODUCER'S NAME AND SIGNATURE ARE REQUIRED.

CyberGuard® PLUS Program Renewal Application
Higher Limits for Cyber Liability Coverage for Healthcare Professionals

APPLICATION INSTRUCTIONS

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CURRENT MEDICAL PROFESSIONAL POLICY DETAILS

1. Does the Applicant have a current in force Medical Professional policy with The Doctors Company? <input type="checkbox"/>Yes <input type="checkbox"/>No	
<input type="checkbox"/> Application currently in process	
The Doctors Company Professional Liability Policy Number	
Professional Liability Policy period	

ACCOUNT INFORMATION

2.	Applicant Name	
	Doing Business As (DBA)	
	Federal Employee ID# (FEIN)	
	State of Domicile	
3.	Mailing Address	Street:
		City: State: Zip:
		Website:
4.	Policy Information Contact	Name/Title:
		Email Address:
		Telephone Number:
5.	Cyber Risk Control Contact	Name/Title:
		Email Address:
		Telephone Number:
6.	Number of years the Applicant has been under present ownership: _____	
7.	Date Established	
8.	Applicant's Organizational Structure	<input type="checkbox"/> Solo Structure <input type="checkbox"/> Group Practice <input type="checkbox"/> Other : _____

REQUEST AN INCREASE IN LIMITS

9.	Are you requesting a higher limit at renewal? <input type="checkbox"/>Yes <input type="checkbox"/>No
	If "Yes," please complete the following requested terms:
	Limit: _____
	Retention: _____

FINANCIAL AND EXPOSURE DETAILS

10. Indicate the following as it relates to the Applicant's fiscal year end (FYE):			
	Most Recent Financial Year End	Prior Financial Year End	Projected Financial Year End
Total Annual Revenue	\$ _____	\$ _____	\$ _____
11. What is the number of Full Time Equivalent (FTE) physicians within your practice? (1 part-time physician = 1/2 FTE) _____			
a) Do you have any Independent Contractor Physicians within your practice? If "Yes, how many? _____			□Yes □No
b) Do you intend to have this policy cover these Independent Contractor Physicians?			□Yes □No
12. Please estimate total number of patient and employee records you store either electronically or in physical files? _____			
13. Do the answers above capture the full operations of the Applicant's medical practice? If "No," please explain:			□Yes □No

OPERATIONS AND ADMINISTRATION

Privacy/Compliance Controls			
14. Have there been any changes to your privacy and compliance controls? If "Yes," please describe:			□Yes □No
15. What is the status of your HIPAA compliance? □ Fully Compliant □ Partially Compliant □ Not Applicable			
HIPAA/HITECH Compliance			
16. In the past 12 months, have you been the subject of a Department of Health & Human Services (HHS) investigation or regulatory audit? If "Yes," please attach details.			□Yes □No
17. Have you conducted a HIPAA Security Risk Assessment within the past 12 months?			□Yes □No
a) Was it conducted □ internally or □ externally?			
b) Were all recommendations addressed?			□Yes □No
Encryption Controls			
18. Are encryption controls in place to protect sensitive data within your network?			□Yes □No
a) Do you encrypt data moving through your network, including wireless transmission?			□Yes □No
b) Do you encrypt data that resides within your databases, file system, or other storage methods?			□Yes □No
19. Do you allow patient information (PHI) to be transmitted to or stored on mobile devices? If "Yes,":			□Yes □No
a) Are mobile devices protected with encryption?			□Yes □No
b) Is there a password requirement?			□Yes □No
Payment Card Industry			
20. Have there been any changes to your handling of credit or debit card payments within the past 12 months? If "Yes," please describe.			□Yes □No
21. Can PCI compliance be confirmed by either you or your vendor if you outsource your credit card processing?			□Yes □No □Unknown

Service Provider Information

22. Is any sensitive data (PII/PHI) collected, stored, processed or maintained offsite via a third party computer system, network, or cloud on your behalf? Yes No
- If "Yes," do you have vendor management controls to ensure contracts/Business Associate Agreements (BAA) are compliant and up to date? Yes No

Network System Controls

23. Have there been changes to your network system controls within the past 12 months? Yes No
- If "Yes," please describe.

FRAUD WARNINGS

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COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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MISSOURI APPLICANTS: Any person commits a "fraudulent insurance act" if such person knowingly presents, causes to be presented, or prepares with knowledge or belief that it will be presented, to or by an insurer, purported insurer, broker, or any agent thereof, any oral or written statement including computer generated documents as part of, or in support of, an application for the issuance of, or the rating of, an insurance policy for commercial or personal insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, which such person knows to contain materially false information concerning any fact material thereto or if such person conceals, for the purpose of misleading another, information concerning any fact material thereto.

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SIGNATURE AND AUTHORIZATION

The undersigned, as authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida accounts, the preceding sentence is replaced with the following: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by us. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

We will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

We are authorized to make any inquiry in connection with this Application. Our acceptance of this Application or the making of any subsequent inquiry does not bind you or us to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to us under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, you must notify us immediately and we may modify or withdraw any quotation or agreement to bind insurance.

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Applicant Name			
By (Authorized Signature)			
Name/Title			
Email Address			
Telephone Number			
Date			

NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.

Produced By (Insurance Agent)			
Insurance Agency			
Insurance Agency Taxpayer ID			
Agent License No. or Surplus Lines No.			
Address	Street:		
	City:	State:	Zip:
Email Address			

Submitted By (Insurance Agency)			
Insurance Agency Taxpayer ID			
Agent License No. or Surplus Lines No.			
Address	Street:		
	City:	State:	Zip:

NOTE: FOR NEW HAMPSHIRE APPLICANTS, PRODUCER'S NAME AND SIGNATURE ARE REQUIRED.



**TDC SPECIALTY
INSURANCE COMPANY**
The Doctors Company Group

Underwritten by <writingCompany>
<streetAddress>
<city>, <state> <zip>
Servicing Address: 29 Mill Street
Unionville, CT 06085

DECLARATIONS

**CYBERGUARD PLUS PROGRAM
FOR HEALTHCARE PROFESSIONALS**

PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE PART OF THE LIMITS OF LIABILITY AND SHALL ERODE (AND MAY EXHAUST) SUCH LIMITS OF LIABILITY. WE WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR DEFENSE COSTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

Policy Number:																																					
ITEM 1. FIRST NAMED INSURED: Name and Principal Address: <insuredName> <street1> <street2> <city>, <state> <postalCode>	ITEM 2. POLICY PERIOD: (a) Inception Date <effectiveDate> (b) Expiration Date <expirationDate> Both dates at 12:01 a.m. at the Principal Address in ITEM 1																																				
ITEM 3. COVERAGE(S) PURCHASED/RETROACTIVE DATES: LIABILITY COVERAGES: <table border="0"> <thead> <tr> <th><u>Insuring Agreement:</u></th> <th><u>Purchased:</u></th> <th><u>Retroactive Date:</u></th> </tr> </thead> <tbody> <tr> <td>(A)(1) Data Security and Privacy</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(A)(2) Regulatory</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(A)(3) Payment Card Industry ("PCI")</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(A)(4) Media</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(A)(5) Bodily Injury Indemnification</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> </tbody> </table> FIRST PARTY COVERAGES: <table border="0"> <thead> <tr> <th><u>Insuring Agreement:</u></th> <th><u>Purchased:</u></th> <th><u>Retroactive Date:</u></th> </tr> </thead> <tbody> <tr> <td>(B)(1) Data Breach Response</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(B)(2) Data Recovery and Restoration</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> <tr> <td>(B)(5) Cyber Crime</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><retroDate></td> </tr> </tbody> </table> <table border="0"> <thead> <tr> <th><u>Insuring Agreement:</u></th> <th><u>Purchased:</u></th> </tr> </thead> <tbody> <tr> <td>(B)(3) Business Interruption</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>(B)(4) Extortion Threat</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </tbody> </table>		<u>Insuring Agreement:</u>	<u>Purchased:</u>	<u>Retroactive Date:</u>	(A)(1) Data Security and Privacy	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(A)(2) Regulatory	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(A)(3) Payment Card Industry ("PCI")	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(A)(4) Media	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(A)(5) Bodily Injury Indemnification	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	<u>Insuring Agreement:</u>	<u>Purchased:</u>	<u>Retroactive Date:</u>	(B)(1) Data Breach Response	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(B)(2) Data Recovery and Restoration	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	(B)(5) Cyber Crime	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	<u>Insuring Agreement:</u>	<u>Purchased:</u>	(B)(3) Business Interruption	<input type="checkbox"/> YES <input type="checkbox"/> NO	(B)(4) Extortion Threat	<input type="checkbox"/> YES <input type="checkbox"/> NO
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ITEM 4. **LIMITS OF LIABILITY:**

LIABILITY INSURING AGREEMENTS

(A)(1)	Data Security and Privacy	Aggregate for all claims Limit of Liability	<\$amount>
(A)(2)	Regulatory	Aggregate for all regulatory claims Limit of Liability	<\$amount>
(A)(3)	Payment Card Industry (“PCI”)	Aggregate for all payment card industry claims Limit of Liability	<\$amount>
(A)(4)	Media	Aggregate for all claims Limit of Liability	<\$amount>
(A)(5)	Bodily Injury Indemnification	Aggregate for all claims Limit of Liability	<\$amount>

FIRST PARTY INSURING AGREEMENTS

(B)(1)	Data Breach Response	All data breach response expenses , all data security events	<\$amount>
(B)(2)	Data Recovery and Restoration	All data restoration expenses , all data security events	<\$amount>
(B)(3)	Business Interruption	All income loss and extra expense , all business interruption or contingent business interruption	<\$amount>
(B)(4)	Extortion Threat	All extortion loss , all extortion threat events	<\$amount>
(B)(5)	Cyber Crime	All cyber crime loss , all cyber crime events	<\$amount>

POLICY AGGREGATE LIMIT OF LIABILITY: \$<policyAggregate>

ITEM 5. **RETENTION:**

LIABILITY INSURING AGREEMENTS:

(A)(1)	Each claim - Data Security and Privacy	<\$retention>
(A)(2)	Each regulatory claim -Regulatory	<\$retention>
(A)(3)	Each payment card industry claim - Payment Card Industry (“PCI”)	<\$retention>
(A)(4)	Each claim - Media	<\$retention>
(A)(5)	Each claim – Bodily Injury Indemnification	<\$retention>

FIRST PARTY INSURING AGREEMENTS:

(B)(1)	Each data security event	<\$retention>
(B)(2)	Each data security event	<\$retention>
(B)(3)	Each business interruption or contingent business interruption	<\$retention>
(B)(4)	Each extortion threat event	<\$retention>

(B)(5) Each cyber crime event	<\$retention>
ITEM 6. WAITING PERIOD:	<numberWaitingPeriod> business hours
ITEM 7. PENDING OR PRIOR DATE:	<p&pDate>
ITEM 8. RISK MANAGEMENT SERVICES:	<TDCSU Cyber Platform>
ITEM 9. PREMIUM:	<\$PremiumAmount>
<p>— Gross Premium: We will pay a percentage of the Premium shown above as brokerage commission. Consult your broker for information concerning commission.</p> <p>— Net Premium: The premium shown above is net, and we will pay no brokerage commission of any kind thereon.</p>	
ITEM 10. EXTENDED REPORTING PERIOD:	
	<ERP Length> at <Percentage> of Full Annual Premium
	“Full Annual Premium” means the amount set forth in ITEM 9 above including any premium adjustments made during the Policy Period.
ITEM 11. NOTICE:	
(A) ALL NOTICES REQUIRED TO BE GIVEN TO US UNDER GENERAL CONDITION (D) OF THIS POLICY MUST BE ADDRESSED TO:	
	<Addressee> TDC Specialty Underwriters, Inc., in California: dba Insurance City Solutions NoticeOfLoss@TDCSpecialty.com
(B) ALL OTHER NOTICES REQUIRED TO BE GIVEN TO US UNDER THIS POLICY MUST BE ADDRESSED TO:	
	TDC Specialty Underwriters, Inc., in California: dba Insurance City Solutions 29 Mill Street, Suite 1.6 Unionville, CT 06085

ITEM 12. **POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:**


These Declarations, the completed signed **application**, and the Policy (together with any and all endorsements thereto) shall constitute the entire agreement between **you** and **us**.

<**TDC SPECIALTY WRITING COMPANY**>

By:

Its Authorized Representative

Date:

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CALIFORNIA AMENDATORY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) To the extent that the term “**damages**,” as defined in Section II DEFINITIONS of this Policy, includes punitive damages, it is understood and agreed that punitive damages are not insurable under the law of the state of California.
- (2) Section IV GENERAL CONDITIONS (I) of this Policy is amended to read in its entirety as follows:

(I) **Cancellation; Non-Renewal:**

- (1) **We** may not cancel this Policy, except for non-payment of premium, in which case twenty (20) days advance written notice (or such longer period of time as required by applicable law) shall be mailed to the producer of record, if any, and to the first **named insured** at the last known address shown on the Declarations. Notwithstanding the foregoing, if **we** receive no premium whatsoever by the premium due date and no premium whatsoever is received by the last day of such twenty (20) day notice period (or such longer period of time as required by applicable law), **we** may cancel this Policy as of the Inception Date set forth in ITEM 2(a) of the Declarations. If **we** cancel this Policy, earned premium will be computed *pro rata*.

The notice of cancellation shall include the effective date of cancellation and the reason for the cancellation.

- (2) The first **named insured** may cancel this Policy by providing **us** written notice stating when, not later than the Expiration Date set forth in ITEM 2(b) of the Declarations, such cancellation will be effective. In such event, **we** will return any unearned premium on a *pro rata* basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (3) **We** will not be required to renew this Policy upon its expiration. If **we** elect not to renew this Policy, **we** will send advance written notice of nonrenewal to the producer of record, if any, and to the first **named insured**, at the mailing address shown on the Declarations, at least sixty (60) days, but not more than one hundred and twenty (120) days, before the expiration date of this Policy. If such notice of nonrenewal is not given at least sixty (60) days prior to the expiration date, this Policy will continue in force until sixty (60) days


after **we** mail the notice. The notice of nonrenewal will state the reason for nonrenewal.

We are not required to send notice of nonrenewal in the following situations:

- (a) if the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between **us** and a member of **our** insurance group;
- (b) if this Policy has been extended for ninety (90) days or less; provided, that required notice of nonrenewal has been given in accordance with this GENERAL CONDITION (I)(3);
- (c) if the first **named insured** has obtained replacement coverage, or if the first **named insured** has agreed, in writing, within sixty (60) days of the termination of this Policy, to obtain that coverage;
- (d) if this Policy is for a period of no more than sixty (60) days and the first **named insured** is notified at the time of issuance that it will not be renewed;
- (e) if the first **named insured** requests a change in the terms or conditions or risks covered by this Policy within sixty (60) days of the end of the **policy period**; or
- (f) if **we** have made a written offer to the first **named insured**, in accordance with the timeframe shown in this GENERAL CONDITION (I)(3), to renew this Policy under changed terms or conditions or at a premium rate that has not increased more than twenty-five percent (25%).

To the extent required for compliance with the regulatory requirements of this state, this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
SCHEDULE A – DESIGNATED SERVICE PROVIDERS

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) Pursuant to Section II DEFINITIONS (X) of this Policy, the following is a list of **designated service providers** on and as of the Inception Date of this Policy stated in ITEM 2(a) of the Declarations. It is expressly understood and agreed that this list may be amended from time to time and a current list of **designated service providers** shall be set forth on the website shown in ITEM 8 of the Declarations.

Designated Service Provider(s) – Breach Counsel Expenses:

<name>
<address>
<city>, <state> <zipcode>
<telephoneNumber>

Designated Service Provider(s) – Forensic Expenses:

<name>
<address>
<city>, <state> <zipcode>
<telephoneNumber>

Designated Service Provider(s) – Notification and Monitoring Expenses:

<name>
<address>
<city>, <state> <zipcode>
<telephoneNumber>

Designated Service Provider(s) – Crisis Management and Reward Expenses:


<Describe Service Provider or “As Selected by Breach Counsel”>

Designated Service Provider(s) – Post Event Mitigation Expenses:

<name>
<address>
<city>, <state> <zipcode>
<telephoneNumber>

- (2) **Designated service providers** with capabilities in various disciplines are made available to **you** to provide services set forth in the Policy for a **data security event** or **extortion threat event**. **You** are under no obligation to contract for services with a **designated service provider**, and if **you** choose to, such **designated service provider** shall have a direct relationship with **you**. Any services provided by a **designated service provider** are for **you**. **We** shall not be a party to any agreement entered into between **you** and a **designated service provider** and **we** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any such agreement. Any rights and obligations with respect to such agreement, including, but not limited to, billing, fees and services rendered, are solely for the benefit of, and borne solely by, such **designated service provider** and **you**, and not **us**.
- (3) It is expressly understood and agreed that **designated service providers** are independent contractors, and not agents of **ours**. **You** agree that **we** are not responsible for, and **we** assume no liability arising out of, any services rendered by a **designated service provider**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, ITEM 1 of the Declarations is amended to read in its entirety as follows:

ITEM 1. **FIRST NAMED INSURED:**
Name and Principal Address:
<insuredName>
<street1>
<street2>
<city>, <state> <postalCode>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
DELETE ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, on and as of the effective date of this endorsement, the following endorsement(s) to this Policy shall be deemed to be deleted in its/their entirety from this Policy:

<u>Endorsement Number</u> <endorsementNumber>	<u>Title of Endorsement</u> <titleOfEndorsement>
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All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
 ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT
 (INSURING AGREEMENTS (A)(1) AND (A)(2) ONLY)

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>


In consideration of the premium charged, solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (A)(1) and (A)(2) of this Policy:

- (1) The term “**you** or **your**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the entity(ies) (including the employees thereof) or person(s) scheduled below with whom/which **you** have a written agreement, effective during the **policy period**, to provide such entity(ies) or person(s) additional insured status under this Policy (each an “Additional Insured”), but solely with respect to liability imposed or sought to be imposed on such Additional Insured as a result of an act, error or omission of an original **insured person** or of an original **named insured** committed or allegedly committed subsequent to the execution of such agreement and for which this Policy provides coverage; provided, that an Additional Insured’s status as such under this Policy shall immediately terminate when **your** agreement to provide such status terminates.
- (2) No coverage will be available under this Policy for that portion of **damages** or **defense costs** for any **claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability of, such Additional Insured.
- (3) If the written agreement between **you** and an Additional Insured exists providing indemnity in favor of such Additional Insured, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by **you** in such agreement.
- (4) It is understood and agreed that the Additional Insured(s) scheduled below shall share in the applicable Limits of Liability set forth in ITEM 4 of the Declarations.

SCHEDULE

<u>Additional Insured(s):</u>	<u>Additional Insured Address:</u>
<AdditionalInsured>	<Address>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
SPECIFIC ENTITY EXCLUSION

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) Notwithstanding anything to the contrary in this Policy, it is understood and agreed that the term “**named insured**,” as defined in Section II DEFINITIONS of this Policy, shall *not* include the following entity(ies):

<entity(ies)>


Accordingly, no coverage will be available under this Policy for:

- (a) any **damages**, including **defense costs**, from any **claim**,
- (b) any **loss** from any **event**,

based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any entity(ies) identified above or any **insured person** thereof.

- (2) This Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND DEFINITION OF PERIOD OF RESTORATION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, the term “**period of restoration**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

Period of restoration means:


- (1) the period that begins immediately after the disruption or deterioration in the **named insured’s** business operations with respect to **extra expense**; and
- (2) the period that begins after the end of the **waiting period** with respect to **income loss**,

and which continues until the earlier of:

- (i) the date the **named insured’s** business operations are restored to the condition that existed immediately prior to such disruption or deterioration;
- (ii) the date the **named insured’s** business operations would have been restored had **you** or an **outsourced services provider**, if applicable, acted with due diligence or dispatch; or
- (iii) <numberWord> (<number>) days after the **data security event** that initially caused the disruption or deterioration in the **named insured’s** business operations.

The expiration of this Policy shall not affect the **period of restoration**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
SPECIFIC CLAIM OR EVENT EXCLUSION

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of


Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, no coverage will be available under this Policy for any act, error, omission, incident, **claim, damages, defense costs, event** or **loss** based upon, arising out of, directly or indirectly resulting from or in any way involving the circumstances or events set forth in the SCHEDULE below:

SCHEDULE:

<describeSpecificCircumstancesOrEvent>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
 CANCELLATION BY FIRST NAMED INSURED ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of a return premium of <\$Return Premium Amount>:

- (1) In accordance with Section IV GENERAL CONDITIONS (I)(2) of this Policy, this Policy has been cancelled, effective on and as of the date of this endorsement, by the first **named insured**.
- (2) ITEM 2(b) of the Declarations is amended to read in its entirety as follows:
 - (b) Expiration Date: <New Expiration Date>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CANCELLATION BY US ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) In accordance with Section IV GENERAL CONDITIONS (I)(1) of this Policy, this Policy has been cancelled, effective on and as of the date of this endorsement, by **us** due to non-payment of premium by the first **named insured**.
- (2) ITEM 2(b) of the Declarations is amended to read in its entirety as follows:
 - (b) Expiration Date: <Expiration Date>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>


In consideration of the premium charged:

- (1) If aggregate insured losses attributable to **certified acts of terrorism** (as defined below) exceed \$100 billion in a calendar year and **we** have met our insurer deductible under the Terrorism Risk Insurance Act (“the Act”), **we** shall not be liable for the payment of any portion 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.
- (2) For purposes of this endorsement, the following term shall have the meaning set forth below and Section II DEFINITIONS of this Policy shall be deemed amended to include such term:

“**Certified act of terrorism**” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a “certified act of terrorism” include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) 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.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
---	--

ENDORSEMENT NO. <#>
CERTIFIED ACTS OF TERRORISM EXCLUSION

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>


In consideration of the premium charged:

- (1) No coverage is available under this Policy for any **claim** or **event** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **certified act of terrorism**.
- (2) For purposes of this endorsement, the following term shall have the meaning set forth below and Section II DEFINITIONS of this Policy shall be deemed amended to include such term:

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Terrorism Risk Insurance Act (the “Act”), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a “certified act of terrorism” include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) 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.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CONTINGENT BUSINESS INTERRUPTION/SYSTEM FAILURE BUSINESS INTERRUPTION LIMITS
OF LIABILITY AND OUTSOURCED PROVIDERS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged:

- (1) ITEM 4(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)(a)	Contingent Business Interruption	All income loss and extra expense , all contingent business interruption	<\$contingBIlimit>
(B)(3)(b)	System Failure Business Interruption	All income loss and extra expense , all system failure business interruption	<\$systemFailureBIlimit>
(B)(3)(c)	Business Interruption	All income loss and extra expense , all business interruption	<\$BIlimit>

- (2) ITEM 5(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)	Each business interruption, contingent business interruption or system failure business interruption	<\$retention>
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- (3) Section IV GENERAL CONDITIONS (A)(2)(c) of this Policy is amended to read in its entirety as follows:

- (c) **Business Interruption.** The amount stated in ITEM 4(B)(3)(a) of the Declarations shall be **our** maximum aggregate sublimit of liability for all **income loss** and **extra expense** from all **contingent business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such sublimit of liability shall be part of, and not in addition to, the Limit of Liability stated in ITEM 4(B)(3)(c) of the Declarations. The amount stated in ITEM 4(B)(3)(b) of the Declarations shall be **our** maximum aggregate sublimit of liability for all **income loss** and **extra expense** from all **system failure business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such sublimit of liability shall be part of, and not in addition to, the Limit of Liability stated in ITEM 4(B)(3)(c) of the Declarations. The amount stated in ITEM 4(B)(3)(c) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **income loss** and **extra expense** from all **business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such Limit of Liability shall be part of, and not in

addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.

- (4) Pursuant to subparagraph (2) of the definition of “**outsourced provider**,” as defined in Section II DEFINITIONS of this Policy, any entity that is under a written contract with the **named insured** to process, store, maintain or host the **named insured’s** electronic data in any form, shall be deemed to be an **outsourced provider** with respect to the coverage afforded under INSURING AGREEMENT (B)(3) for **contingent business interruption**; provided, that such contract is in effect during the **policy period** and during the period of time when any **contingent business interruption** first occurs.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND DEFINITION OF INSURED PERSON ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, the term “**insured person**,” as defined in Section II DEFINITIONS of this Policy, is amended to include any independent contractor under written contract or letter of agreement with the **named insured**, but only when, and to the extent that, such independent contractor is acting on behalf of the **named insured**, and within the scope and capacity of his or her contracted services for the **named insured**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <#>
NOTIFIED INDIVIDUALS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

(1) ITEM 4(B)(1) of the Declarations is amended to read in its entirety as follows:

(B)(1) **Data Breach Response** All **data breach response** <\$amount>
expenses, other than
notification and
monitoring expenses, all
data security events

Maximum number of <number>
notified individuals

(2) It is understood and agreed that **we** shall have no obligation whatsoever under this Policy to pay any **notification and monitoring expenses** for any **data security event** in which the total number of **notified individuals** is less than <number> (the “**notified individual threshold**”).

(3) Section I INSURING AGREEMENTS (B)(1) of this Policy is amended to read in its entirety as follows:

(1) **Data Breach Response:**

We will pay the **named insured**:

- (a) for **data breach response expenses**, other than **notification and monitoring expenses**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations; and
- (b) for **notification and monitoring expenses** for up to and not exceeding the maximum number of **notified individuals** stated in ITEM 4 of the Declarations,

that the **named insured** pays as a direct result of an actual or reasonably suspected **data security event** that first takes place on or after the **retroactive date** and before the end of the **policy period**, and is **discovered** by the **named insured** during the **policy period**; provided, that such **data security event** is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(4) The term “**notified individual**” means an individual person to whom notice is given, or attempted to be given, by a **designated service provider** that such individual’s **personally**

identifiable information was compromised or reasonably believed to have been compromised as a result of a **privacy event**.

(5) Section IV GENERAL CONDITIONS (A)(2)(a) of this Policy is amended to read in its entirety as follows:

(a) **Data Breach Response.**

(i) The amount stated in ITEM 4(B)(1) of the Declarations as the “All **data breach response expenses**, other than **notification and monitoring expenses**, all **data security events**” shall be **our** maximum aggregate Limit of Liability for all **data breach response expenses**, other than **notification and monitoring expenses**, from all **data security events** or **related events** for which this Policy provides coverage under INSURING AGREEMENT (B)(1)(a). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.

(ii) The number stated in ITEM 4(B)(1) of the Declarations as the “Maximum number of **notified individuals**” shall be the maximum number of **notified individuals** for which this Policy provides coverage under INSURING AGREEMENT (B)(1)(b) for all **privacy events** or **related events**; provided, that the maximum aggregate monetary amount that **we** will pay for all **notification and monitoring expenses** from all **data security events** for which coverage is provided under INSURING AGREEMENT (B)(1)(b) of this Policy shall not exceed <\$maximumLimit> (the “Maximum Aggregate Notification and Monitoring Expenses Limit of Liability”). Such Maximum Aggregate Notification and Monitoring Expenses Limit of Liability shall be in addition to, and not part of, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.


(6) Notwithstanding anything to the contrary in Section IV GENERAL CONDITIONS (B) of this Policy, it is understood and agreed that the Retention amount stated in ITEM 5(B)(1) of the Declarations shall apply only to **data breach response expenses**, other than **notification and monitoring expenses**, incurred in connection with a **data security event** for which coverage is provided under INSURING AGREEMENT (B)(1)(a) of this Policy. **You** shall be responsible for satisfaction or payment in full of such amount, and **we** shall only be liable for the amount of **data breach expenses**, other than **notification and monitoring expenses**, which is in excess of such amount.

(7) With respect to **notification and monitoring expenses** incurred in connection with a **data security event** for which coverage is provided under Section I INSURING AGREEMENTS (B)(1)(b) of this Policy, **we** shall only be liable for **notification and monitoring expenses** for a **data security event** in which the total number of **notified individuals** is equal to or exceeds the **notified individual threshold**. Accordingly:

(a) With respect to any **data security event** for which coverage is provided under Section I INSURING AGREEMENTS (B)(1)(b) of this Policy involving fewer **notified individuals** than the **notified individual threshold**, **we** shall have no liability or obligation whatsoever with respect to any **notification and monitoring expenses** incurred in connection with such **data security event**. **You** shall be responsible for payment of any and all **notification and monitoring expenses** incurred in connection with such **data security event**.

- (b) **With** respect to any **data security event** for which coverage is provided under Section I INSURING AGREEMENTS (B)(1)(b) of this Policy and for which the number of **notified individuals** is equal to or exceeds the **notified individual threshold**, **we** shall be liable for all **notification and monitoring expenses** incurred in connection with such **data security event**, subject at all times to the Maximum Aggregate Notification and Monitoring Expenses Limit of Liability stated in GENERAL CONDITION (A)(2)(a)(ii) of this Policy, as amended by paragraph (5) of this endorsement.
- (8) This Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND PERIOD OF RESTORATION ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, subparagraph (iii) of the definition of “**period of restoration**,” as defined in Section II DEFINITIONS (TT) of this Policy, is amended to read in its entirety as follows:

- (iii) <numberword> (<number>) days after the **data security event** that initially caused the disruption or deterioration in the **named insured’s** business operations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND GENERAL CONDITION (D)(1)(a) ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, Section IV GENERAL CONDITIONS (D)(1)(a) of this Policy is amended to read in its entirety as follows:

- (a) <numberword> (<number>) days after the end of the **policy period**; or

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
 AMEND DEFINITION OF PRIVACY EVENT TO INCLUDE UNINTENTIONAL WRONGFUL
 COLLECTION ENDORSEMENT
 (INSURING AGREEMENT (B)(1) DATA BREACH RESPONSE ONLY)


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged, solely with respect to the coverage provided under Section I INSURING AGREEMENTS (B)(1) of this Policy, the term “**privacy event**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the following:

- (4) unintentional violation by any of **you** of any **privacy regulation**, including the unintentional wrongful collection of **personally identifiable information** or **confidential information** by any of **you**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>

CLARIFICATION REGARDING GENERAL DATA PROTECTION REGULATION ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged, subparagraph (2)(b) of the term “**damages**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

- (b) any monetary amount which **you** are legally obligated to pay for civil or administrative fines or penalties where insurable under the law pursuant to which this Policy is construed, including but not limited to:
 - (i) civil fines and penalties under the EU General Data Protection Regulation (“GDPR”); and
 - (ii) any sums agreed to by **you** with the Office for Civil Rights of the Department of Health and Human Services (OCR) or a State Attorney General under the terms of an official **resolution agreement** in order to mitigate or avoid a larger potential civil money penalty;

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CONSEQUENTIAL PROPERTY DAMAGE TO COMPUTER SYSTEM ENDORSEMENT
("BRICKING")

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of


Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) **We** will pay the **named insured**, up to the limit of liability stated in paragraph (4) of this endorsement, for **replacement expenses** that the **named insured** pays as a direct result of a **data security event** that first takes place on or after the **retroactive date** and before the end of the **policy period**, and is **discovered** by the **named insured** during the **policy period**; provided, that a **designated services provider** has determined that such **data security event** has directly resulted in the **named insured's computer system** losing its functionality such that it is damaged beyond repair and is useless for its intended purpose.
- (2) **Replacement expenses** means costs and expenses incurred by the **named insured** to replace its **computer system** after a **designated service provider** has determined that a **data security event** has directly resulted in the **named insured's computer system** losing its functionality, sustaining damage beyond repair and rendering the **named insured's computer system** useless for its intended purpose.
- (3) Solely with respect to the coverage afforded under paragraph (1) of this endorsement, the term "**loss**," as defined in Section II DEFINITIONS of this Policy, is amended to include **replacement expenses**.
- (4) **Our** maximum aggregate Limit of Liability for all **replacement expenses** from all **data security events** or **related events** for which this Policy provides coverage under paragraph (1) of this endorsement shall be <\$sublimit>. Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
- (5) The Retention amount applicable to the coverage afforded under paragraph (1) of this endorsement is <\$RetentionAmount>. **You** shall be responsible for satisfaction or payment in full of such Retention amount. **We** shall only be liable for the amount of **replacement expenses** that are incurred in connection with a **data security event**, as described in paragraph (1) of this endorsement, which is in excess of such Retention amount.
- (6) Section III EXCLUSIONS (A)(2) of this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.
- (7) Nothing in this endorsement is intended, nor shall it be construed, to alter, amend, modify or in any way affect the provisions set forth in Section IV GENERAL CONDITIONS (L) of this Policy. Accordingly, any coverage provided under this endorsement shall be specifically excess of, and will not contribute with: (a) any other valid and collectible insurance or self-insurance, including, but not limited to, any property insurance or other insurance, whether any such insurance or self-insurance is stated to be primary, *pro-rata*, contributory, excess, contingent or otherwise, unless such other insurance is specifically

written as excess of this Policy; or (b) any defense, hold harmless, or indemnification that **you** are entitled to from any person or entity other than one of **you**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CONTINGENT BUSINESS INTERRUPTION/SYSTEM FAILURE BUSINESS
INTERRUPTION/VOLUNTARY SHUTDOWN BUSINESS INTERRUPTION LIMITS OF LIABILITY AND
OUTSOURCED PROVIDERS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

(1) ITEM 4(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)(a)	Contingent Business Interruption	All income loss and extra expense , all contingent business interruption	<\$contingBIlimit>
(B)(3)(b)	System Failure Business Interruption	All income loss and extra expense , all system failure business interruption	<\$systemFailureBIlimit>
(B)(3)(c)	Voluntary Shutdown Business Interruption	All income loss and extra expense , all voluntary shutdown business interruption	<\$volunShutdownLimit>
(B)(3)(d)	Business Interruption	All income loss and extra expense , all business interruption	<\$BIlimit>

(2) ITEM 5(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)	Each business interruption, contingent business interruption, system failure business interruption or voluntary shutdown business interruption	<\$retention>
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(3) Section I INSURING AGREEMENTS (B)(3) of this Policy is amended to read in its entirety as follows:

(3) **Business Interruption:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **income loss** and **extra expense** sustained by the **named insured** during the **period of restoration** as a direct result of any **business interruption, contingent business interruption, system failure business interruption, or voluntary shutdown business interruption** that first occurs during the **policy period** and is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(4) For purposes of this endorsement, the term “**voluntary shutdown business interruption**” means the **named insured’s** total or partial intentional and voluntary shutdown of its business operations in order to respond and/or recover from a **data security event**; provided that such shutdown by the **named insured** was recommended and advised by a **designated service provider**.

(5) The term “**business interruption**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

Business interruption means a total or partial disruption or deterioration in the **named insured’s** business operations resulting directly from a **data security event** (other than a **privacy event**). “**Business interruption**” shall not include **contingent business interruption, system failure business interruption or voluntary shutdown business interruption**.

(6) The term “**contingent business interruption**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

Contingent business interruption means total or partial disruption or deterioration in the **named insured’s** business operations resulting directly from a **data security event** (other than a **privacy event**) to an **outsourced provider’s computer system**. “**Contingent business interruption**” shall not include **business interruption, system failure business interruption or voluntary shutdown business interruption**.

(7) The term “**system failure business interruption**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

System failure business interruption means an unintentional and unplanned interruption of the **named insured’s computer system**. **System failure business interruption** shall not include: (i) **business interruption**; (ii) **contingent business interruption**; (iii) **voluntary shutdown business interruption**; or (iv) any interruption arising out of a physical cause or natural peril, including, but not limited to, fire, wind, water, flood, subsidence or earthquake.

(8) The lead-in paragraph set forth immediately below the Section III EXCLUSIONS heading is amended to read in its entirety as follows:

This Policy does not apply to, and no coverage will be available under this Policy for, any **claim, damages, defense costs, or loss** in connection with any **data security event, media event, technology event, business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat event or cyber crime event**:

(9) Section IV GENERAL CONDITIONS (A)(2)(c) of this Policy is amended to read in its entirety as follows:

(c) **Business Interruption**. The amount stated in ITEM 4(B)(3)(a) of the Declarations shall be **our** maximum aggregate sublimit of liability for all **income loss** and **extra expense** from all **contingent business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such sublimit of liability shall be part of, and not in addition to, the Limit of Liability stated in ITEM 4(B)(3)(d) of the Declarations. The amount stated in ITEM 4(B)(3)(b) of the Declarations shall be **our** maximum aggregate sublimit of liability for all **income loss** and **extra expense** from all **system failure business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such sublimit of liability shall be part of, and not in addition to, the Limit of

Liability stated in ITEM 4(B)(3)(d) of the Declarations. The amount stated in ITEM 4(B)(3)(c) of the Declarations shall be **our** maximum aggregate sublimit of liability for all **income loss** and **extra expense** from all **voluntary shutdown business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such sublimit of liability shall be part of, and not in addition to, the Limit of Liability stated in ITEM 4(B)(3)(d) of the Declarations. The amount stated in ITEM 4(B)(3)(d) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **income loss** and **extra expense** from all **business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.

- (10) Section IV GENERAL CONDITIONS (G) of this Policy is amended to read in its entirety as follows:

(G) **Changes in Risk:**

- (1) If, during the **policy period**, the first **named insured** acquires or creates another entity in which the first **named insured** holds directly or indirectly a fifty percent (50%) or greater beneficial or legal interest, or if the first **named insured** merges or consolidates with another entity such that the first **named insured** is the surviving entity (any such acquired, created, merged or consolidated entity an "Acquired Entity"), then for a period of ninety (90) days after the effective date of such transaction, such Acquired Entity shall be included within the term "**named insured**," but only with respect to: **data security events, media events or technology events** first happening after the effective date of the transaction; or **business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat events or cyber crime events** that first occur after the effective date of such transaction. Upon the expiration of the ninety (90) day period, there will be no coverage available under this Policy for any **claim** or **event** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the Acquired Entity unless within such ninety (90) day period:
- (a) the first **named insured** gives **us** such information regarding the transaction as **we** request; and
 - (b) **we** specifically agree by written endorsement to this Policy to provide coverage with respect to such Acquired Entity, and the first **named insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as **we**, in **our** sole discretion, impose in connection with the transaction.
- (2) If, during the **policy period**, any of the following events occur:
- (a) the first **named insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the first **named insured** is not the surviving entity; or
 - (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the first **named insured**;


coverage under this Policy shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events, media events or technology events** first happening before the effective date of such event; or **business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat events or cyber crime events** that first occur before the effective date of such event. There will be no coverage available under this Policy for any **data security event, media event or technology event** happening on or after the effective date of such event; or any **business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat event or cyber crime event** that first occurs on or after the effective date of such event.

- (3) If, during the **policy period**, any of the following events occur:
- (a) any **named insured**, other than the first **named insured**, is dissolved, sold, acquired by, merged into, or consolidated with another entity such that such **named insured** is not the surviving entity; or
 - (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to any **named insured**, other than the first **named insured**;

coverage under this Policy shall continue in full force and effect with respect to such **named insured** and its **insured persons** until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events, media events or technology events** first committed or allegedly committed by such **named insured** and its **insured persons** before the effective date of such event; or **business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat events or cyber crime events** involving such **named insured** and its **insured persons** before the effective date of such event. There will be no coverage available under this Policy for any **data security event, media event or technology event** committed or allegedly committed by such **named insured** and its **insured persons** on or after the effective date of such event; or any **business interruption, contingent business interruption, system failure business interruption, voluntary shutdown business interruption, extortion threat event or cyber crime event** involving such **named insured** and its **insured persons** on or after the effective date of such event.

- (11) Pursuant to subparagraph (2) of the definition of “**outsourced provider**,” as defined in Section II DEFINITIONS of this Policy, any entity that is under a written contract with the **named insured** to process, store, maintain or host the **named insured’s** electronic data in any form, shall be deemed to be an **outsourced provider** with respect to the coverage afforded under INSURING AGREEMENT (B)(3) for **contingent business interruption**; provided, that such contract is in effect during the **policy period** and during the period of time when any **contingent business interruption** first occurs.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
REPUTATIONAL INCOME LOSS COVERAGE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) **We will pay the named insured, up to the Limit of Liability stated in paragraph (4) of this endorsement, for reputational income loss sustained by the named insured during the period of reputational restoration as a direct result of damage to the named insured's reputation that is caused by a data security event.**
- (2) For purposes of this endorsement, the following terms shall have the meanings set forth below:
 - (a) **Period of reputational restoration** means:
 - (i) with respect to a **data security event**, other than a **privacy event**, the **period of reputational restoration** begins immediately after the **period of restoration** ends, and continues until one year after the date upon which any **business interruption, contingent business interruption or system failure business interruption** first occurred during the **policy period**; and
 - (ii) with respect to a **privacy event**, the **period of reputational restoration** begins on the date the **privacy event** was first **discovered** by the **named insured**, and continues until one year after the date of such discovery; provided, that such **privacy event** was first **discovered** by the **named insured** during the **policy period**.

The expiration of this Policy shall not limit the **period of reputational restoration**.

- (b) **Reputational income loss** means the measurable net profit or net loss (before taxes) resulting directly from the **named insured's** business operations during the **period of reputational restoration**:
 - (i) with respect to net profit, that would have been earned had the **data security event** not occurred, that the **named insured** does not realize; or
 - (ii) with respect to net loss, that would not have been incurred had the **data security event** not occurred, that the **named insured** is unable to avoid.


Reputational income loss shall not include costs of public relations; legal costs or legal expenses of any type; any loss incurred as a result of unfavorable business or market conditions; or any other consequential loss.

In determining **reputational income loss**, if any, comparisons of the **named insured's** net profit or net loss, as applicable, shall be made to the prior year's net profit or net loss, as applicable, during the same period of time; provided, that there has been no intervening circumstance or event that contributed to any loss in revenue or increase in expenses since the date of the **data security event** giving

rise to the **reputational income loss**. Due consideration shall be given to the prior experience of the **named insured's** business operations before the beginning of the **period of reputational restoration** and to the reasonable and probable business operations the **named insured** could have performed had the actual or reasonably suspected **data security event** not occurred.

- (3) As a condition precedent to any coverage under this endorsement for **reputational income loss, you** must prepare and submit to **us** a written and detailed proof of loss sworn by an officer of **yours**. Such proof of loss shall include the details supporting the **reputational income loss**, including, but not limited to: (a) evidence of **your** reputational damage; (b) how the **data security event** adversely impacted **your** operations and/or diminished **your** ability to generate income; and (c) the calculation of any **reputational income loss**. Such proof of loss shall be submitted to **us** as soon as practicable, but in no event later than one (1) year after the expiration or earlier cancellation of the **policy period**. The costs and expenses of preparing and submitting a proof of loss, and establishing or proving the amount of **reputational income loss**, if any, shall be **your** obligation, and are not covered under this Policy.
- (4) **Our** maximum aggregate Limit of Liability for all **reputational income loss** from all **data security events** or **related events** for which coverage is provided under this endorsement shall be <\$reputationalIncomeLossLimit>. Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
- (5) Solely with respect to the coverage afforded under this endorsement, the term "**loss,**" as defined in Section II DEFINITIONS of this Policy, shall be deemed to include **reputational income loss**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>

AMEND DEFINITION OF NAMED INSURED TO INCLUDE SPECIFIC ENTITY(IES) ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged, the term “**named insured**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the following entity(ies):

<entityName>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND FIRST NAMED INSURED ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>


In consideration of the premium charged:

(1) ITEM 1 of the Declarations is amended to read in its entirety as follows:

ITEM 1. **FIRST NAMED INSURED**
Name and Principal Address:
<InsuredName>
<Street1>
<Street2>
<city>, <state> <postalCode>

(2) On and as of the effective date of this endorsement, any and all references in this Policy to <originalFirstNamedInsuredName> shall be deemed to be replaced with <newFirstNamedInsuredName>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
 AMEND BUSINESS INTERRUPTION ENDORSEMENT
 (EXCLUDES COVERAGE FOR CONTINGENT BUSINESS INTERRUPTION AND SYSTEM FAILURE
 BUSINESS INTERRUPTION)

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged:

- (1) ITEM 4(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)	Business Interruption	All income loss and extra expense , all business interruption	<\$Blimit>
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- (2) ITEM 5(B)(3) of the Declarations is amended to read in its entirety as follows:

(B)(3)	Each business interruption	<\$retention>
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- (3) Section I INSURING AGREEMENTS (B)(3) of this Policy is amended to read in its entirety as follows:

(3) **Business Interruption:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **income loss** and **extra expense** sustained by the **named insured** during the **period of restoration** as a direct result of any **business interruption** that first occurs during the **policy period** and is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

- (4) The term “**outsourced provider**,” as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:

Outsourced provider means, with respect to a **privacy event**, any entity, including a **cloud computing provider**, under written contract, including, but not limited to, a **business associate agreement**, with the **named insured** to process, store, maintain or host the **named insured’s** electronic data in any form.

- (5) No coverage will be available under this Policy for any **loss** in connection with any **contingent business interruption** or **system failure business interruption**.

- (6) Section IV GENERAL CONDITIONS (A)(2)(c) of this Policy is amended to read in its entirety as follows:

(c) **Business Interruption.** The amount stated in ITEM 4(B)(3) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **income loss** and **extra expense** from all **business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such

sublimit of liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.

- (7) Section IV GENERAL CONDITIONS (G) of this Policy is amended to read in its entirety as follows:

(G) **Changes in Risk:**

(1) If, during the **policy period**, the first **named insured** acquires or creates another entity in which the first **named insured** holds directly or indirectly a fifty percent (50%) or greater beneficial or legal interest, or if the first **named insured** merges or consolidates with another entity such that the first **named insured** is the surviving entity (any such acquired, created, merged or consolidated entity an "Acquired Entity"), then for a period of ninety (90) days after the effective date of such transaction, such Acquired Entity shall be included within the term "**named insured**," but only with respect to: **data security events, media events or technology events** first happening after the effective date of the transaction; or **business interruption, extortion threat events or cyber crime events** that first occur after the effective date of such transaction. Upon the expiration of the ninety (90) day period, there will be no coverage available under this Policy for any **claim** or **event** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the Acquired Entity unless within such ninety (90) day period:

- (a) the first **named insured** gives **us** such information regarding the transaction as **we** request; and
- (b) **we** specifically agree by written endorsement to this Policy to provide coverage with respect to such Acquired Entity, and the first **named insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as **we**, in **our** sole discretion, impose in connection with the transaction.

(2) If, during the **policy period**, any of the following events occur:


- (a) the first **named insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the first **named insured** is not the surviving entity; or
- (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the first **named insured**;

coverage under this Policy shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events, media events or technology events** first happening before the effective date of such event; or **business interruption, extortion threat events or cyber crime events** that first occur before the effective date of such event. There will be no coverage available under this Policy for any **data security event, media event or technology event** happening on or after the effective date of such event; or any **business interruption, extortion threat event or cyber crime event** that first occurs on or after the effective date of such event.

- (3) If, during the **policy period**, any of the following events occur:
- (a) any **named insured**, other than the first **named insured**, is dissolved, sold, acquired by, merged into, or consolidated with another entity such that such **named insured** is not the surviving entity; or
 - (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to any **named insured**, other than the first **named insured**;

coverage under this Policy shall continue in full force and effect with respect to such **named insured** and its **insured persons** until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events, media events or technology events** first committed or allegedly committed by such **named insured** and its **insured persons** before the effective date of such event; or **business interruption, extortion threat events or cyber crime events** involving such **named insured** and its **insured persons** before the effective date of such event. There will be no coverage available under this Policy for any **data security event, media event or technology event** committed or allegedly committed by such **named insured** and its **insured persons** on or after the effective date of such event; or any **business interruption, extortion threat event or cyber crime event** involving such **named insured** and its **insured persons** on or after the effective date of such event.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND RETENTION FOR BREACH COUNSEL EXPENSES ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, solely with respect to the coverage provided under Section I INSURING AGREEMENTS (B)(1) of this Policy for **breach counsel expenses** that the **named insured** pays as a direct result of an actual or reasonably suspected **data security event**, the Retention amount stated in ITEM 5(B)(1) of the Declarations is amended to read in its entirety as follows:

(B)(1) Each **data security event** <\$retentionAmount>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
 ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT
 (LIABILITY COVERAGES)

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>


In consideration of the premium charged, solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (A), "LIABILITY COVERAGES," of this Policy:

- (1) The term "**you or your**," as defined in Section II DEFINITIONS of this Policy, is amended to include the entity(ies) (including the employees thereof) or person(s) scheduled below with whom/which **you** have a written agreement, effective during the **policy period**, to provide such entity(ies) or person(s) additional insured status under this Policy (each an "Additional Insured"), but solely with respect to liability imposed or sought to be imposed on such Additional Insured as a result of an act, error or omission of an original **insured person** or of an original **named insured** committed or allegedly committed subsequent to the execution of such agreement and for which this Policy provides coverage; provided, that an Additional Insured's status as such under this Policy shall immediately terminate when **you** agreement to provide such status terminates.
- (2) No coverage will be available under this Policy for that portion of **damages or defense costs** for any **claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability of, such Additional Insured.
- (3) If the written agreement between **you** and an Additional Insured exists providing indemnity in favor of such Additional Insured, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by **you** in such agreement.
- (4) It is understood and agreed that the Additional Insured(s) scheduled below shall share in the applicable Limits of Liability set forth in ITEM 4 of the Declarations.

SCHEDULE

<u>Additional Insured(s):</u>	<u>Additional Insured Address:</u>
<AdditionalInsured>	<Address>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
MIDTERM ADDITIONAL OR RETURN PREMIUM ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium, Endorsement Number <number>, “<titleOfEndorsement>,” is
<deleted or added> <from or to> this Policy.

<Additional or Return> premium for this endorsement: <\$AdditonalOrReturnPremiumAmount>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND CONDUCT EXCLUSION

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, Section III EXCLUSIONS (A)(1) of this Policy is amended to read in its entirety as follows:

(1) **Conduct:**


- (a) the gaining of any profit, remuneration, or advantage to which **you** are not entitled;
- (b) any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or intentional or knowing violation of the law, by any member of the **control group**;

provided, that this EXCLUSION (A)(1) shall not apply to **defense costs** or to **our** duty to defend any such **claim** until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, or plea of *nolo contendere* or no contest by, **you** as to such conduct or violation. Provided further that:

- (i) no conduct of any of **you** who are natural persons shall be imputed to any other of **you** who are natural persons; and
- (ii) any conduct of any past, present or future member of the **control group**, other than a "Rogue Control Group Member," shall be imputed to the **named insured**.

For purposes of this exclusion, the term "Rogue Control Group Member" means a member of the **control group** who is acting outside of his or her capacity as such;

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND ITEM 12 POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE
(TO CORRECT ERROR AT ISSUANCE)

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of


Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, ITEM 12 of the Declarations is amended to read in its entirety as follows:

ITEM 12. POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:

<policyFormNumber>
<endorsementNumber(s)>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND ITEM 2 POLICY PERIOD OF THE DECLARATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, ITEM 2 of the Declarations is amended to read in its entirety as follows:


ITEM 2. POLICY PERIOD:

- (a) Inception Date <inceptionDate>
- (b) Expiration Date <expirationDate>

Both dates at 12:01 a.m. at the Principal Address in ITEM 1

Additional Premium charged for this Endorsement: <\$additionalPremium>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND ITEM 7 PENDING OR PRIOR DATE ENDORSEMENT
(TO CORRECT ERROR AT ISSUANCE)


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, ITEM 7 of the Declarations is amended to read in its entirety as follows:

ITEM 7. **PENDING OR PRIOR DATE:** <p&pDate>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
SPECIFIC STATE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, it is understood and agreed that this Policy does not apply to, and no coverage will be available under this Policy for, any **claim** brought or maintained in the State of <State>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
ELECTION OF EXTENDED REPORTING PERIOD ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of an additional premium of <\$Additional Premium Amount> charged, the first **named insured** has elected to purchase an Extended Reporting Period from <ERPInceptionDate> to <ERPEExpirationDate> in accordance with Section IV GENERAL CONDITIONS (H) of this Policy; provided, that such Extended Reporting Period shall apply only to **claims** for **data security events** or **media events** that happened on or after the applicable **retroactive date** and before <ERPInceptionDate>. Accordingly, on and as of <ERPInceptionDate>:

- (1) Section IV GENERAL CONDITIONS (H) of this Policy is deleted in its entirety.
- (2) All references in this Policy to an Extended Reporting Period, other than the references made in Section I INSURING AGREEMENTS (A) and Section IV GENERAL CONDITIONS (D)(1) of this Policy, are deleted.
- (3) Section IV GENERAL CONDITIONS (I)(2) of this Policy is amended to read in its entirety as follows:
 - (2) The first **named insured** may cancel this Policy prospectively only by mailing to **us** written notice stating when thereafter such cancellation will be effective.
- (4) Section IV GENERAL CONDITIONS (I) of this Policy is amended by adding the following clause (4) at the end thereof:
 - (4) The entire premium for this Policy shall be deemed fully earned as of <ERPInceptionDate>.
- (5) It is understood and agreed that the first **named insured's** election of an Extended Reporting Period shall in no way increase **our** Limits of Liability stated in ITEM 4 of the Declarations, and **our** Limits of Liability for all **claims** made during any Extended Reporting Period shall be part of, and not in addition to, the applicable aggregate Limit of Liability stated in ITEM 4 of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
MAILING ADDRESS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>


In consideration of the premium charged:

- (1) Notwithstanding any provision to the contrary in this Policy, it is understood and agreed that any and all correspondence required under, or in connection with, this Policy shall be mailed to the following individual or entity at the following address:

<entityName>
<streetAddress>
<city>, <state> <zipCode>

- (2) It is understood and agreed that any and all correspondence required under, or in connection with, this Policy that is mailed to the individual or entity at the address stated in paragraph (1) of this endorsement shall be deemed correspondence mailed to the first **named insured**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
MIDTERM INCREASED LIMITS OF LIABILITY ENDORSEMENT
(DATA SECURITY AND PRIVACY AND POLICY AGGREGATE ONLY)

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

- (1) Subject to paragraph (2) below, and solely with respect to **claims** for which coverage is provided under Section I INSURING AGREEMENTS (A)(1) of this Policy for a **data security event** or for any violation of any **privacy regulation** happening on or after <Date of Limit Increase>, ITEM 4(A)(1) of the Declarations is amended to read in its entirety as follows:

(A)(1) **Data Security and Privacy** Aggregate for all <\$IncreasedLimit>
claims Limit of
Liability

- (2) It is understood and agreed that:

- (a) **our** maximum Limit of Liability for all **damages**, including **defense costs**, resulting from all **claims** or **related claims** for which this Policy provides coverage under Section I INSURING AGREEMENTS (A)(1) for any **data security event** or for any violation of any **privacy regulation** happening on or after the **retroactive date** and prior to <Date of Limit Increase> shall be <\$originalLimit>; and
- (b) in no event shall **our** maximum Limit of Liability for all **damages**, including **defense costs**, from all **claims** and **related claims** for which this Policy provides coverage under Section I INSURING AGREEMENTS (A)(1) exceed <\$IncreasedLimit>.

- (3) Subject to paragraph (4) below, and solely with respect to:

- (a) **claims** for which coverage is provided under Section I INSURING AGREEMENTS (A) of this Policy for **data security events**, violations of any **privacy regulation**, **privacy events** or **media events** happening on or after <Date of Limit Increase>; and
- (b) the coverage provided under Section I INSURING AGREEMENTS:
- (i) (B)(1) of this Policy for an actual or reasonably suspected **data security event** that first takes place on or after <Date of Limit Increase>, and is **discovered** by the **named insured** during the **policy period**;
- (ii) (B)(2) of this Policy for a **data security event** that first takes place on or after <Date of Limit Increase>, and is **discovered** by the **named insured** during the **policy period**;

- (iii) (B)(3) of this Policy for any **business interruption, contingent business interruption, or system failure business interruption** that first occurs on or after <Date of Limit Increase>,
- (iv) (B)(4) of this Policy for an **extortion threat event** that first occurs on or after <Date of Limit Increase>; and
- (v) (B)(5) of this Policy for a **cyber crime event** that first takes place on or after <Date of Limit Increase>, and is **discovered** during the **policy period**,

the “Policy Aggregate Limit of Liability” stated in ITEM 4 of the Declarations is amended to read in its entirety as follows:

POLICY AGGREGATE LIMIT OF LIABILITY: <\$Increased Policy Aggregate>

(4) It is understood and agreed that:

(a) **our** maximum aggregate Limit of Liability under this Policy:

(i) for all **damages**, including **defense costs**, resulting from all **claims** or **related claims** for which this Policy provides coverage under Section I INSURING AGREEMENTS (A) for any **data security event**, violation of any **privacy regulation, privacy event** or **media event** happening on or after the **retroactive date** and prior to <Date of Limit Increase>; and

(ii) for:

(A) all **data breach response expenses** for which this Policy provides coverage under INSURING AGREEMENT (B)(1) for an actual or reasonably suspected **data security event** that first takes place on or after the **retroactive date** and prior to <Date of Limit Increase>, and is **discovered** by the **named insured** during the **policy period**;

(B) all **data restoration expenses** for which this Policy provides coverage under INSURING AGREEMENT (B)(2) for a **data security event** that first takes place on or after the **retroactive date** and prior to <Date of Limit Increase>, and is **discovered** by the **named insured** during the **policy period**;

(C) all **income loss** and **extra expense** for which this Policy provides coverage under INSURING AGREEMENT (B)(3) for any **business interruption, contingent business interruption, or system failure business interruption** that first occurs prior to <Date of Limit Increase>,

(D) all **extortion loss** for which this Policy provides coverage under INSURING AGREEMENT (B)(4) for an **extortion threat event** that first occurs prior to <Date of Limit Increase>; and

(E) all **cyber crime loss** for which this Policy provides coverage under INSURING AGREEMENT (B)(5) for a **cyber crime event** that first takes place on or after the **retroactive date** and prior to <Date of Limit Increase>, and is **discovered** during the **policy period**,

shall be <\$OriginalPolicyAggregate>; and

(b) in no event shall **our** maximum aggregate Limit of Liability for:

(i) all **damages**, including **defense costs**, from all **claims** and **related claims** for which this Policy provides coverage; and

(ii) all **loss** from all **events** and **related events** for which this Policy provides coverage,
exceed <\$Increased Policy Aggregate>.

Additional Premium charged for this Endorsement: <\$AdditionalPremium>

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <#>
AMEND ITEM 3 OF THE DECLARATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
 Issued to: <insuredName>
 Issued by: <writingCompany>

In consideration of the premium charged, ITEM 3 of the Declarations is amended to read in its entirety as follows:

ITEM 3. COVERAGE(S) PURCHASED/RETROACTIVE DATES:


LIABILITY COVERAGES:

<u>Insuring Agreement:</u>	<u>Purchased:</u>	<u>Retroactive Date:</u>	
(A)(1) Data Security and Privacy	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate>	
(A)(2) Regulatory	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate2>	
(A)(3) Payment Card Industry ("PCI")	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate3>	
(A)(4) Media	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate4>	
(A)(5) Bodily Injury Indemnification	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate5>	

FIRST PARTY COVERAGES:

<u>Insuring Agreement:</u>	<u>Purchased:</u>	<u>Retroactive Date:</u>	
(B)(1) Data Breach Response	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate7>	
(B)(2) Data Recovery and Restoration	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate8>	
(B)(5) Cyber Crime	<input type="checkbox"/> YES <input type="checkbox"/> NO	<retroDate9>	
 <u>Insuring Agreement:</u>			
(B)(3) Business Interruption	<input type="checkbox"/> YES <input type="checkbox"/> NO		
(B)(4) Extortion Threat	<input type="checkbox"/> YES <input type="checkbox"/> NO		

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
AMEND ITEM 5 OF THE DECLARATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged, ITEM 5 of the Declarations is amended to read in its entirety as follows:

ITEM 5. **RETENTION:**


LIABILITY INSURING AGREEMENTS:

- (A)(1) Each **claim - Data Security and Privacy** <\$retention>
- (A)(2) Each **regulatory claim -Regulatory** <\$retention2>
- (A)(3) Each **payment card industry claim - Payment Card Industry ("PCI")** <\$retention3>
- (A)(4) Each **claim - Media** <\$retention4>
- (A)(5) Each **claim - Bodily Injury Indemnification** <\$retention5>

FIRST PARTY INSURING AGREEMENTS:

- (B)(1) Each **data security event** <\$retention7>
- (B)(2) Each **data security event** <\$retention8>
- (B)(3) Each **business interruption or contingent business interruption** <\$retention9>
- (B)(4) Each **extortion threat event** <\$retention10>
- (B)(5) Each **cyber crime event** <\$retention11>

All other terms, conditions and limitations of this Policy shall remain unchanged.

 <p>TDC SPECIALTY INSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: <writingCompany> <streetAddress> <city>, <state> <zipCode> Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. <#>
CYBERGUARD ANTI-STACKING ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <Effective Date>, forms part of

Policy Number: <policyNumber>
Issued to: <insuredName>
Issued by: <writingCompany>

In consideration of the premium charged:

(1) If any **event** or **claim**:

- (a) is covered, in whole or in part, by this Policy and by any “Other Policy(ies),” as such term is defined in paragraph (2) of this endorsement; and
- (b) involves a shared **computer system** that is operated by a **named insured** under this Policy and operated by a **named insured** under any “Other Policy(ies),”

then it is understood and agreed that:

- (i) **our** maximum aggregate limit of liability under this Policy and under any and/or all “Other Policy(ies),” combined, for:
 - (A) all **damages**, including **defense costs**, in respect of such **claim**; and
 - (B) all **loss** in respect of such **event**,

will not exceed the largest single available limit of liability under any such policy, including this Policy. Notwithstanding the foregoing, nothing herein is intended, nor shall it be construed, to obligate or require any payment of **damages**, including **defense costs**, or any payment of **loss**, under this Policy in connection with such **event** or **claim** in any amount exceeding the applicable available Limit of Liability under this Policy;
 - (ii) the retention applicable to such **event** or **claim** shall be the applicable retention under the policy having the largest available limit of liability for such **data security event, extortion threat event, or claim**; and
 - (iii) **we** will use our best efforts to agree upon a fair and proper allocation of any **damages, defense costs** and **loss** in connection with such **event** or **claim** based on the respective operation of the **named insured’s computer system**.
- (2) For purposes of this endorsement, the term “Other Policy(ies)” means any CyberGuard Plus Program for Healthcare Professionals Policy (other than this Policy) issued by **us**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

**CYBERGUARD PLUS PROGRAM
FOR HEALTHCARE PROFESSIONALS**

PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE PART OF THE LIMITS OF LIABILITY AND SHALL ERODE (AND MAY EXHAUST) SUCH LIMITS OF LIABILITY. WE WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR DEFENSE COSTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us**, and subject to all of the terms and conditions of this Policy (including all endorsements attached hereto), **we** and **you** agree as follows:

I. INSURING AGREEMENTS

(A) LIABILITY COVERAGES:

(1) Data Security and Privacy:

We will pay, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, on **your** behalf any **damages** that **you** are legally obligated to pay as a result of any covered **claim** for a **data security event** or for any violation of any **privacy regulation** happening on or after the **retroactive date**; provided, that the **claim** is first made against **you** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(2) Regulatory:

We will pay, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, on **your** behalf any **damages** that **you** are legally obligated to pay as a result of any covered **regulatory claim** for a **privacy event** happening on or after the **retroactive date**; provided, that the **regulatory claim** is first made against **you** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(3) Payment Card Industry (“PCI”):

We will pay, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, on **your** behalf any **damages** that **you** are legally obligated to pay as a result of any covered **payment card industry claim** for a **privacy event** happening on or after the **retroactive date**; provided, that the **payment card industry claim** is first made against **you** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(4) **Media:**

We will pay, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, on **your** behalf any **damages** that **you** are legally obligated to pay as a result of any covered **claim** for a **media event** happening on or after the **retroactive date**; provided, that the **claim** is first made against **you** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(5) **Bodily Injury Indemnification:**

We will pay, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, on **your** behalf any **damages**, other than **defense costs**, that **you** are legally obligated to pay as a result of any covered **claim** involving **bodily injury** directly resulting from a **data security event** happening on or after the **retroactive date**; provided, that:

- (a) no other policy of insurance available to any of **you** applies to such **claim**; and
- (b) the **claim** is first made against **you** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(B) **FIRST PARTY COVERAGES:**

(1) **Data Breach Response:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **data breach response expenses** that the **named insured** pays as a direct result of an actual or reasonably suspected **data security event** that first takes place on or after the **retroactive date** and before the end of the **policy period**, and is **discovered** by the **named insured** during the **policy period**; provided, that such **data security event** is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(2) **Data Recovery and Restoration:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **data restoration expenses** that the **named insured** pays as a direct result of a **data security event** that first takes place on or after the **retroactive date** and before the end of the **policy period**, and is **discovered** by the **named insured** during the **policy period**; provided, that such **data security event** is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(3) **Business Interruption:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **income loss** and **extra expense** sustained by the **named insured** during the **period of restoration** as a direct result of any **business interruption**, **contingent business interruption**, or **system failure business interruption** that first occurs during the **policy period** and is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(4) **Extortion Threat:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **extortion loss** that the **named insured** pays as a direct result of an **extortion threat event** that first occurs during the **policy period**; provided, that such **extortion threat event** is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

(5) **Cyber Crime:**

We will pay the **named insured**, up to the applicable Limit of Liability stated in ITEM 4 of the Declarations, for **cyber crime loss** sustained by the **named insured** as a direct result of any **cyber crime event** that first takes place on or after the **retroactive date** and before the end of the **policy period**, and is **discovered** during the **policy period**; provided, that such **cyber crime event** is reported to **us** in accordance with GENERAL CONDITION (D) of this Policy.

II. DEFINITIONS

(A) **Advertising** means the promotion and publication of the **named insured's** goods, products or services.

(B) **Application** means all applications **you** submit to **us** in connection with this Policy, or any policy of which this Policy is a direct renewal or replacement, together with any and all information, statements, representations, attachments, exhibits and other materials submitted therewith, all of which are deemed attached to and incorporated into this Policy.

(C) **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; mental anguish; and mental injury.

(D) **Breach counsel expenses** means costs and expenses **you** incur using a **designated service provider**, for services of an attorney to provide legal advice in connection with the investigation of or response to a **data security event** or **extortion threat event**. "**Breach counsel expenses**" shall not include attorneys' fees incurred in connection with the representation of any of **you** in an adversarial proceeding.

(E) **Business associate agreement** means a written contract between the **named insured** and a "business associate" (as such term is defined in the HIPAA Privacy Rule) relating to the safeguarding of **protected health information**.

(F) **Business interruption** means a total or partial disruption or deterioration in the **named insured's** business operations resulting directly from a **data security event** (other than a **privacy event**). "**Business interruption**" shall not include **contingent business interruption** or **system failure business interruption**.

(G) **Circumstance** means any act, error, omission, fact, situation, incident, event or transaction that is likely to result in a **claim** or **event** under this Policy.

(H) **Claim** means:

- (1) with respect to the coverage afforded under INSURING AGREEMENTS (A)(1), (A)(4) or (A)(5), a written demand for money, services, non-monetary or injunctive relief, including cease and desist letters and the service of a civil complaint or similar pleading, or a request for arbitration or mediation, indicating that any person or entity intends to hold **you** responsible for a **data security event** or **media event**;

- (2) with respect to the coverage afforded under INSURING AGREEMENT (A)(2), a **regulatory claim**;
- (3) with respect to the coverage afforded under INSURING AGREEMENT (A)(3), a **payment card industry claim**; and
- (4) a written request to toll or waive a statute of limitations relating to a potential **claim** as described in subparagraphs (1) through (3) above.

A **claim** shall be deemed to be made at the time a member of the **control group**, or any non-administrative personnel in the office of any member of the **control group**, first receives written notice of such **claim**.

- (I) **Cloud computing provider** means an **outsourced provider** with whom the **named insured** has contracted to provide hosted computing services, including infrastructure, platform, file storage and application level services.
- (J) **Computer system** means computer hardware, software, firmware and associated input and output devices (including wireless and mobile devices), data storage devices, networking equipment, and backup facilities.
- (K) **Confidential information** means any business information of a third party not insured under this Policy, which is not available to the general public and is provided to the **named insured** subject to a mutually executed written confidentiality agreement, or which the **named insured** is legally required to maintain in confidence. “**Confidential information**” shall not include **personally identifiable information**.
- (L) **Contingent business interruption** means total or partial disruption or deterioration in the **named insured’s** business operations resulting directly from a **data security event** (other than a **privacy event**) to an **outsourced provider’s computer system**. “**Contingent business interruption**” shall not include **business interruption** or **system failure business interruption**.
- (M) **Control group** means the **named insured’s** President, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Chief Privacy Officer, Partners (in the event the **named insured** is a partnership), and any person serving in a functionally equivalent role as those referenced above, or with substantially similar responsibilities as those referenced above.
- (N) **Crisis management and reward expenses** means any of the following incurred by the **named insured** using a **designated service provider**:
 - (1) costs and expenses for the services of a public relations or crisis management consultant for the purpose of mitigating a **data security event**;
 - (2) costs and expenses for media purchasing or for printing or mailing materials intended to inform the general public about a **data security event**; and
 - (3) the amount paid to a person or entity who provides information that is otherwise unavailable and which leads to the arrest and conviction of a person(s) responsible for a **data security event**.
- (O) **Cyber crime event** means:

- (1) any event in which a third party gains access to the **named insured's computer system** and obtains information that allows such third party to commit:
 - (a) any unauthorized electronic funds transfer;
 - (b) theft of **money** or other financial assets from the **named insured's** bank account or corporate credit cards by electronic means; or
 - (c) theft of the **named insured's data assets**; or
- (2) any event in which the **named insured** transfers or directs the transfer of its funds to an improper third party as a result of:
 - (a) any fraudulent manipulation of electronic documentation; or
 - (b) any phishing, vishing or other **social engineering** attack.
- (P) **Cyber crime loss** means the loss of **money** or **securities** of the **named insured** resulting directly from a **cyber crime event**. "**Cyber crime loss**" shall not include indirect or consequential losses.
- (Q) **Cyber terrorism** means an act by an individual or group of individuals directed against a **computer system** where it is reasonable to conclude that the actors are motivated by social, ideological, religious, economic or political objectives, or for the purpose of intimidating or coercing a government or the civilian population thereof, or disrupting any segment of the economy.
- (R) **Damages** means:
 - (1) with respect to the coverage afforded under INSURING AGREEMENTS (A)(1), (A)(4) or (A)(5) of this Policy:
 - (a) **defense costs**; and
 - (b) any monetary amount which **you** are legally obligated to pay as a result of a covered **claim**, including, but not limited to, monetary damages (including punitive and exemplary damages and the multiple portion of any multiplied damage award, to the extent such damages are insurable under the applicable law most favorable to the insurability thereof); settlements, and judgments (including pre-judgment and post-judgment interest);
 - (2) with respect to the coverage afforded under INSURING AGREEMENT (A)(2) of this Policy:
 - (a) **defense costs**;
 - (b) any monetary amount which **you** are legally obligated to pay for civil or administrative fines or penalties where insurable under the law pursuant to which this Policy is construed, including, but not limited to, any sums agreed to by **you** with the Office for Civil Rights of the Department of Health and Human Services ("OCR") or a State Attorney General under the terms of an official **resolution agreement** in order to mitigate or avoid a larger potential civil money penalty;
 - (c) any civil money penalty imposed by the OCR or a State Attorney General in accordance with the Health Insurance Portability and Accountability Act of

1996, including any amendments thereto or any regulations promulgated thereunder (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act of 2009, including any amendments thereto or any regulations promulgated thereunder (“HITECH”); and

- (d) the amount **you** become legally obligated to deposit into a fund as equitable relief for the payment of consumer redress claims resulting from an adverse judgment, ruling or settlement;
- (3) with respect to the coverage afforded under INSURING AGREEMENT (A)(3) of this Policy:
- (a) the initial monetary fine levied against the **named insured** and related assessments, including fraud recovery charges, card reissuance costs and service fees, each of which the **named insured** is legally obligated to pay under the terms of a **payment card services agreement**;
 - (b) **defense costs**; and
 - (c) **“damages”** shall not include subsequent fines arising out of continued noncompliance with the same **PCI data security standards**.

“Damages” shall not include:

- (i) any non-monetary or equitable relief or redress, including but not limited to any cost or expense to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief; provided, that this subparagraph (i) shall not apply to consumer redress claims;
- (ii) any loss, cost, or expense to update, upgrade, enhance, restore, reprint, recall, remove, dispose, withdraw, repair, replace, reproduce, correct, perform, complete, adjust, inspect, research or develop any product, service, property, data or information of any type, nature or kind;

provided, that **we** shall pay **defense costs** for any otherwise covered **claim** seeking non-monetary or injunctive relief;

- (iii) consideration charged by, paid by, or owed to **you**, including restitution, disgorgement, reduction, royalties or licensing fees, or return of any consideration, including the reprint, recall or removal of **media content**;
- (iv) loss of tax benefits or fines, taxes, penalties or sanctions imposed against **you**, other than provided above for punitive or exemplary damages, or the multiple portion of any multiplied damages award, or for a covered **regulatory claim** or **payment card industry claim**;
- (v) liquidated damages to the extent that such damages exceed the amount for which **you** would have been liable in the absence of the applicable liquidated damages agreement;
- (vi) **loss**; or
- (vii) any amount not insurable under the law pursuant to which this Policy is construed.

- (S) **Data asset** means any software or electronic data in the **named insured's computer system** or maintained in an **outsourced provider's computer system** on behalf of the **named insured**, including computer programs, applications, account information, customer information, private or personal information (including, but not limited to, electronic health records), marketing information and financial information.
- (T) **Data breach response expenses** means the following reasonable and necessary costs and expenses incurred by the **named insured** with **our** prior consent:
- (1) **breach counsel expenses;**
 - (2) **forensic expenses;**
 - (3) **notification and monitoring expenses;**
 - (4) **crisis management and reward expenses;**
 - (5) **post event mitigation expenses;** and
 - (6) any other costs and expenses to mitigate the effects of a **data security event**.
- (U) **Data restoration expenses** means, subject to subparagraph (U)(2) below, the reasonable and necessary costs and expenses incurred by the **named insured** with **our** prior consent to unencrypt, recover, restore, recreate or recollect a **data asset** which is altered, corrupted, destroyed, disrupted or deleted; provided, that:
- (1) such recovery, restoration, recreation or recollection is from a written or electronic backup of such **data asset**; or
 - (2) in the event such **data asset** cannot reasonably be unencrypted, recovered, restored, recreated or recollect, "**data restoration expenses**" means the actual, reasonable and necessary costs and expenses incurred by the **named insured** to reach such a determination.
- Data restoration expenses** does not include:
- (i) costs or expenses for creating or developing a **data asset**, including software and trade secrets;
 - (ii) costs or expenses to update, upgrade or enhance a **data asset**;
 - (iii) costs or expenses to replace, remediate or improve any **computer system**, to identify or remove software program errors, malware, computer viruses or vulnerabilities, or to establish, implement or improve network and data security practices, procedures or policies; or
 - (iv) indirect or consequential losses.
- (V) **Data security event** means:
- (1) a **privacy event**;
 - (2) unauthorized access to or use of the **named insured's computer system**;
 - (3) a denial of service attack upon or directed at the **named insured's computer system**;

- (4) malicious code or computer virus created or transmitted by, or introduced into, the **named insured's computer system**; or
- (5) the **named insured's** failure to timely disclose any **data security event** set forth in subparagraphs (1)-(4) above.

(W) **Defense costs** means:

- (1) the reasonable and necessary fees, costs and expenses incurred by **us** or by **you**, with **our** prior written consent, in the investigation, adjustment, defense or appeal of a **claim**, including the costs of electronic discovery and an electronic discovery consultant, and payment of premium on any bond to release attachments and premium on any appeal bond required in any defended suit; provided, that **we** shall not apply for or furnish any such bond; and
- (2) reasonable costs associated with preparing a response to and defending an official investigation by any regulatory body, including but not limited to, the OCR, FTC or any State Attorney General in accordance with HIPAA or HITECH.

"**Defense costs**" shall not include remuneration, wages, salaries, overhead, fees or benefit expenses of any of **you**.

(X) **Designated service provider** means each individual or entity designated as a service provider in Schedule A to this Policy, and any other service provider used by the **named insured** with **our** prior written consent.

(Y) **Discover or discovered** means when a member of the **control group** first becomes aware of:

- (1) a **circumstance**; or
- (2) any actual or potential **claim** or **event**, regardless of when the **circumstance** occurred.

(Z) **Event** means a **data security event**, an **extortion threat event** or a **cyber crime event**.

(AA) **Extortion loss** means the reasonable and necessary amounts surrendered by **you**, with **our** prior written consent, in the form of **money** or **securities** in order to prevent or terminate an **extortion threat event**. **Extortion loss** also includes the reasonable and necessary **forensic expenses** and **breach counsel expenses you** incur for security consultants retained to prevent, terminate or determine the credibility of, or respond to such threat.

(BB) **Extortion threat event** means a credible threat, as determined by a **designated service provider**, to:

- (1) cause a **data security event**;
- (2) alter, corrupt, destroy, disrupt, delete or prevent access to any **data asset** in the **named insured's computer system**; or
- (3) prevent access to, or interrupt or suspend the operation of, the **named insured's computer system**;

provided, that there is a demand for an extortion payment as a condition of mitigation or removal of such threat.

(CC) **Extra expenses** means reasonable and necessary costs incurred by the **named insured** in excess of its normal operating expenses to reduce or avoid **income loss**.

“**Extra expenses**” shall not include:

- (i) costs or expenses for creating, developing, recovering or restoring a **data asset**, including software and trade secrets;
- (ii) costs or expenses to update, upgrade or enhance a **data asset**;
- (iii) costs or expenses to replace, remediate or improve any **computer system**, to identify or remove software program errors, malware, computer viruses or vulnerabilities, or to establish, implement or improve network and data security practices, procedures or policies; or
- (iv) costs or expenses that exceed the amount of **income loss** that is thereby reduced or avoided.

(DD) **Forensic expenses** means costs and expenses incurred by the **named insured** using a **designated service provider** for services by computer security experts to investigate the existence, cause and scope of an actual or reasonably suspected **data security event**.

(EE) **Income loss** means the sum of:

- (1) the measurable net profit that would have been earned, before taxes, that the **named insured** does not realize; and
- (2) the continuing normal operating expenses of the **named insured**, including payroll expenses, necessary to resume operations.

(FF) **Insured person** means:

- (1) any member of the **control group**; and
- (2) any past, present or future officer, director, principal, partner, trustee, employee, leased worker, intern, volunteer or temporary employee of the **named insured**,

acting in his or her business capacity and in accordance with his or her duties as such.

(GG) **Loss** means **data breach response expenses, data restoration expenses, income loss** and **extra expense, extortion loss** and **cyber crime loss**.

“**Loss**” shall not include:

- (1) the costs or expenses to comply with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief, or costs to remove electronic information from a website or social media site;
- (2) consideration charged by or owed to **you**, including restitution, disgorgement, reduction, royalties or licensing fees, or return of any consideration;
- (3) any costs, fees or expenses incurred or paid by **you** in establishing the existence of or amount of loss;
- (4) fines, taxes, penalties, loss or tax benefits or sanctions;

- (5) **damages**; or
 - (6) any amount not insurable under the law pursuant to which this Policy is construed.
- (HH) **Media content** means any data, text, sounds, images, graphics, music, photographs, or advertisements, including video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. “**Media content**” shall not include computer software, software technology, or the actual goods, products or services described, illustrated or displayed in such **media content**, or packaging thereof.
- (II) **Media event** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by **you**, or by any person or entity for whom **you** are legally responsible, in the public display of:
- (1) **media content** on **your** website or printed material; or
 - (2) **media content** posted by or on behalf of **you** on any social media site or anywhere on the Internet,

which results in the following:

- (i) libel, slander or defamation;
 - (ii) disparagement or harm to character or reputation, or infliction of emotional distress; product disparagement, trade libel, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - (iii) plagiarism, piracy, or misappropriation of ideas under implied contract;
 - (iv) invasion of, or interference with the right of privacy, including false light and public disclosure of private facts;
 - (v) invasion of, or interference with the right of publicity, including commercial appropriation of name, person, voice or likeness;
 - (vi) infringement of a collective mark, copyright, service mark or other trademarked name, slogan, symbol or title, or infringement of the name of a product, service or organization;
 - (vii) improper deep-linking or framing;
 - (viii) false arrest, detention or imprisonment;
 - (ix) invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
 - (x) unfair competition, but only when alleged in connection with any of the acts listed in subparagraph (vi) above;
- (JJ) **Medical services** means health care, medical care, or treatment provided to any individual, including without limitation any of the following: medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care; the furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental, or psychiatric supplies, equipment, or appliances in connection

with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.

- (KK) **Money** means currency, coins or bank notes in current use and having a face value, and travelers' checks, register checks and money orders held for sale to the public. "**Money**" includes, but is not limited to, digital currency such as Bitcoin. "**Money**" shall not include **securities**.
- (LL) **Named insured** means the individual or entity identified in ITEM 1 of the Declarations (the "first **named insured**") and any **subsidiary** in existence prior to or as of the Inception Date of this Policy stated in ITEM 2(a) of the Declarations.
- (MM) **Named insured's computer system** means a **computer system** that is: (1) leased, owned or operated by the **named insured**; or (2) operated solely for the benefit of the **named insured** by a third party under written contract with the **named insured**.
- (NN) **Notification and Monitoring Expenses** means any of the following costs, expenses or services by a **designated service provider** resulting directly from a **data security event**:
- (1) costs and expenses to provide notification to individuals (including, but not limited to, and subject to **our** prior written consent, individuals for whom **you** have provided indemnification pursuant to a **business associate agreement**, but only to the extent of such indemnification) whose **personally identifiable information** was compromised or reasonably believed to have been compromised as a result of a **privacy event**; and
 - (2) the following services:
 - (a) credit monitoring services;
 - (b) identity monitoring services (including identity theft insurance);
 - (c) healthcare record restoration services; and
 - (d) call center services,provided to individuals whose **personally identifiable information** was compromised or reasonably believed to have been compromised as a result of a **data security event**.
- (OO) **Outsourced provider** means:
- (1) with respect to a **privacy event**, any entity, including a **cloud computing provider**, under written contract, including, but not limited to, a **business associate agreement**, with the **named insured** to process, store, maintain or host the **named insured's** electronic data in any form; and
 - (2) with respect to **contingent business interruption**, any entity listed on an endorsement attached to this Policy under written contract, including, but not limited to, a **business associate agreement**, with the **named insured** to process, store, maintain or host the **named insured's** electronic data in any form.
- (PP) **Outsourced provider's computer system** means a **computer system** that is operated for the benefit of the **named insured** by an **outsourced provider**. "**Outsourced provider's computer system**" shall not include the **named insured's computer system**.

- (QQ) **Payment card industry claim** means a notification of the **named insured's** failure to comply with **PCI data security standards** established by the PCI Security Standards Council, and brought by a party who has entered into a **payment card services agreement** with the **named insured**.
- (RR) **PCI data security standards** means the rules, regulations, standards or guidelines adopted or required by the Payment Card Brand or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure and handling of **personally identifiable information**.
- (SS) **Payment card services agreement** means an agreement between the **named insured** and a financial institution, credit or debit card company or credit or debit card processor, enabling the **named insured** to accept credit card, debit card, prepaid card, or other payment cards for payments.

(TT) **Period of restoration** means:

- (1) the period that begins immediately after the disruption or deterioration in the **named insured's** business operations with respect to **extra expense**; and
- (2) the period that begins after the end of the **waiting period** with respect to **income loss**,

and which continues until the earlier of:

- (i) the date the **named insured's** business operations are restored to the condition that existed immediately prior to such disruption or deterioration;
- (ii) the date the **named insured's** business operations would have been restored had **you** or an **outsourced services provider**, if applicable, acted with due diligence or dispatch; or
- (iii) sixty (60) days after the **data security event** that initially caused the disruption or deterioration in the **named insured's** business operations.

The expiration of this Policy shall not affect the **period of restoration**.

(UU) **Personally identifiable information** means a natural person's name used in combination with one or more of the following:

- (1) "nonpublic personal information," as defined in the Gramm-Leach Bliley Act of 1999, as amended, and any rules or regulations promulgated thereunder;
- (2) **protected health information**;
- (3) social security, driver's license, or other state identification numbers, unpublished telephone numbers, an unpublished IP address, digital facial identity (not including photos and videos), digital fingerprint identity, or credit, debit or other financial account numbers with their related security and access codes, passwords or pin numbers that provide access to the natural person's financial account information; or
- (4) any other non-public personally identifiable information protected under any local, state, federal or foreign act, statute, rule, regulation, requirement, or other law.

- “Personally identifiable information”** does not include information that is lawfully available to the general public, including but not limited to information from any local, state, federal or foreign administrative, governmental or regulatory agency, body, entity or tribunal.
- (VV) **Policy period** means the period from the Inception Date of this Policy stated in ITEM 2(a) of the Declarations to the Expiration Date of this Policy stated in ITEM 2(b) of the Declarations or to any earlier cancellation date of this Policy.
- (WW) **Pollutant** means smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, medical waste, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed), or other irritants, pollutants or contaminants.
- (XX) **Post event mitigation expenses** means any costs and expenses incurred by the **named insured** using a **designated service provider** following a **data security event** for:
- (1) the completion of a single security risk assessment;
 - (2) the completion of a single information security gap analysis; and
 - (3) a single information security awareness training session.
- (YY) **Privacy event** means any actual or reasonably suspected:
- (1) theft, loss or unauthorized public disclosure of any **personally identifiable information** or **confidential information**;
 - (2) unauthorized access by a third party to **personally identifiable information** or **confidential information**; provided, that such **personally identifiable information** or **confidential information** is in the care, custody or control of **you**, an **outsourced provider** or a third party for whom the **named insured** is legally responsible; or
 - (3) failure to comply with **your** publicly stated privacy policy.
- (ZZ) **Privacy regulation** means any federal, state, foreign or local identity theft and privacy protection laws, legislation, statutes or regulations that require commercial entities that collect **personally identifiable information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **personally identifiable information** has potentially been compromised.
- (AAA) **Protected health information** means health care or other medical information, including “protected health information,” as defined in HIPAA or in any other federal, state, foreign or local law, legislation, statute or regulation.
- (BBB) **Regulatory claim** means a written request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar pleading brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, the Department of Health and Human Services (“HHS”) or the OCR, or any federal, state, foreign or local governmental entity in such entity’s regulatory or official capacity, alleging the failure to comply with any federal, state, foreign or local statutory law governing the protection of **personally identifiable information** in connection with a **privacy event**, including any matter commenced pursuant to HIPAA or HITECH.

- (CCC) **Related claims** means all **claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, in any way involving, or in any way having a common nexus of the same or related **circumstances**.
- (DDD) **Related events** means all **events** based upon, arising out of, directly or indirectly resulting from, in consequence of, in any way involving, or in any way having a common nexus of the same or related **circumstances**.
- (EEE) **Resolution agreement** means a contract signed between **you** and the HHS in which **you** agree to perform certain privacy obligations, including the payment of any resolution amount.
- (FFF) **Retroactive date** means the applicable date identified in ITEM 3 of the Declarations.
- (GGG) **Risk management services** means the data breach risk mitigation services and tools identified on **our** cyber platform, as may be amended from time to time, set forth in ITEM 8 of the Declarations.
- (HHH) **Securities** means negotiable and nonnegotiable instruments or contracts representing either **money** or property. "**Securities**" does not include **money**.
- (III) **Social engineering** means intentionally misleading an **insured person**, through the use of fraudulent information in an electronic, telegraphic, cable, teletype, telephone or written instruction:
- (1) into sending **money** or diverting a payment; or
 - (2) into revealing **personally identifiable information**, or granting an unauthorized third party access to **personally identifiable information**.
- (JJJ) **Subsidiary** means any entity in which the **named insured** owns, either beneficially or legally, fifty percent (50%) or more of the issued or outstanding voting securities.
- (KKK) **System failure business interruption** means an unintentional and unplanned interruption of the **named insured's computer system**. **System failure business interruption** shall not include: (i) **business interruption**; (ii) **contingent business interruption**; or (iii) any interruption arising out of a physical cause or natural peril, including, but not limited to, fire, wind, water, flood, subsidence or earthquake.
- (LLL) **Waiting period** means the period of time that begins on the date and time that the disruption or deterioration in the **named insured's** business operations first occurs, and expires after the elapse of the number of business hours stated in ITEM 6 of the Declarations.
- (MMM) **We, us** and **our** means the Underwriting Company as set forth in the Declarations.
- (NNN) **You** or **your** means the **named insured** and any **insured person**.

III. EXCLUSIONS

This Policy does not apply to, and no coverage will be available under this Policy for, any **claim, damages, defense costs, or loss** in connection with any **data security event, media event, business interruption, contingent business interruption, system failure business interruption, extortion threat event or cyber crime event**:

(A) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

(1) **Conduct:**

- (a) the gaining of any profit, remuneration, or advantage to which **you** are not entitled;
- (b) any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or intentional or knowing violation of the law, by any member of the **control group**;

provided, that this EXCLUSION (A)(1) shall not apply to **defense costs** or to **our** duty to defend any such **claim** until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, or plea of *nolo contendere* or no contest by, **you** as to such conduct or violation. Provided further that:

- (i) no conduct of any of **you** who are natural persons shall be imputed to any other of **you** who are natural persons; and
- (ii) any conduct of any past, present, or future member of the **control group** shall be imputed to the **named insured**;

(2) **Bodily Injury or Property Damage:**

any actual or alleged bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any natural person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided, that this EXCLUSION (A)(2) shall not apply to that part of any otherwise covered **claim** for mental anguish or mental injury; provided further, that this EXCLUSION (A)(2) shall not apply to that part of any otherwise covered **claim** involving **bodily injury** directly resulting from a **data security event** and for which coverage is afforded under INSURING AGREEMENT (A)(6) of this Policy;

(3) **Prior Knowledge:**

any fact, circumstance, situation, transaction, event, act, error or omission if any of **you**, prior to the Inception Date stated in ITEM 2(a) of the Declarations, knew or reasonably could have foreseen that such fact, circumstance, situation, transaction, event, act, error or omission might give rise to a **claim** or to an **event**.

If, however, this Policy is a renewal of one or more policies previously issued by **us** to the **named insured**, and the coverage provided by **us** to the **named insured** was in effect, without interruption, for the entire time between the inception date of the first such other policy and the Inception Date of this Policy, the reference in this EXCLUSION (A)(3) to the Inception Date will be deemed to refer instead to the inception date of the first policy under which **we** began to provide the **named insured** with the continuous and uninterrupted coverage of which this Policy is a renewal;

(4) **Prior Notice:**

any fact, circumstance, situation, transaction, event, act, error or omission that, before the Inception Date stated in ITEM 2(a) of the Declarations, was the subject to any notice given and accepted under any prior or concurrent policy;

(5) **Pending or Prior Litigation:**

any pending or prior litigation, **claim**, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation filed or commenced on or before the Pending or Prior Litigation Date stated in ITEM 7 of the Declarations, or any **circumstance** alleging or derived from the same or substantially the same facts, circumstances or situations underlying or alleged therein;

(6) **Contract:**

any actual or alleged contractual liability or obligations, or arising out of or resulting from breach of any contract or agreement, including any **business associate agreement**; provided, that this EXCLUSION (A)(6) shall not apply to that part of any otherwise covered **claim**:

- (a) for a **privacy event**, including a **payment card industry claim**;
- (b) solely with respect to the coverage afforded under INSURING AGREEMENTS (A)(1) and (B)(1), **your** contractual obligation to maintain the confidentiality or security of third party personal or corporate information;
- (c) to the extent **you** would have been liable in the absence of such contract or agreement;

(7) **Employment Practices:**

any actual or alleged wrongful employment practices or discrimination of any kind; provided, that this EXCLUSION (A)(7) shall not apply to that part of an otherwise covered **claim** brought by an employee and alleging a **privacy event** involving such employee's **personally identifiable information** or any **data breach response expenses** incurred in connection therewith;

(8) **ERISA or Securities Law Violation:**

any actual or alleged violation by any of **you** of any responsibility, duty or obligation imposed under:

- (a) the Employee Retirement Income Security Act of 1974, or any similar local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance, common law, or other law, including but not limited to any amendment thereto or any regulation promulgated thereunder; provided, that this EXCLUSION (A)(8) shall not apply to that part of any otherwise covered **claim** brought by any person or entity alleging a **privacy event** in connection with such person's **personally identifiable information**, or with such entity's **confidential information**, and any **data breach response expenses** incurred in connection therewith; or
- (b) the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act of 1940, any Blue Sky or other securities law, or any similar local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance, common law, or other law, including but not limited to any amendment thereto or any regulation promulgated thereunder;

(9) **Antitrust or Unfair Trade Practices:**

any actual or alleged antitrust, monopolization, restraint of trade, price fixing, price discrimination, unfair, false or deceptive trade practice, unfair competition, or any violation of the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, and the Fair Debt Collection Practices Act, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar federal, state or common law; provided, that this EXCLUSION (A)(9) shall not apply to:

- (a) unfair, false or deceptive trade practices of any of **you** with respect to a **privacy event** in an otherwise covered **claim**; or
- (b) unfair competition with respect to a **media event** in an otherwise covered **claim** alleging infringement of a collective mark, copyright, service mark or other trademarked name, slogan, symbol or title, or infringement of the name of a product, service or organization;

(10) **Governmental or Regulatory Matters:**

any **claim** made by or on behalf of any governmental entity, regulatory, licensing or administrative agency or authority in such entity's or agency's official capacity; provided, that this EXCLUSION (A)(10) shall not apply to an otherwise covered **regulatory claim**;

(11) **Insured vs. Insured:**

any **claim** made by or for the benefit of, or in the name or right of, one current or former **named insured** or **insured person** against another current or former **named insured** or **insured person**; provided, that this EXCLUSION (A)(11) shall not apply to that part of an otherwise covered **claim** brought by an **insured person** alleging a **privacy event** involving his or her **personally identifiable information** or any **data breach response expenses** incurred in connection therewith;

(12) **Intellectual Property:**

- (a) any actual or alleged infringement, misappropriation, misuse, gaining or taking of, or any inducement to infringe, misappropriate, misuse, gain or take any intellectual property, including but not limited to, any process, idea, style of doing business, right of publicity or confidential or proprietary information, or other similar information or property of any type, nature or kind; provided, that this EXCLUSION (A)(12)(a) shall not apply to any **media event** for which coverage is afforded under INSURING AGREEMENT (A)(4); or
- (b) any actual or alleged misuse or infringement of any patent or trade secret, inducement to infringe any patent or trade secret, or any other misuse or violation in connection with patent rights or trade secrets, including any portion of any **claim** that would otherwise be covered under this Policy;

(13) **Mechanical Failure:**

any electrical or mechanical failure, including power interruption, surge, brownout or blackout, or faulty construction, error in design, latent defect, wear or tear, inherent vice, gradual deterioration, electrical disturbance, or defect of telephone, satellite, data transmission or similar telecommunications services, equipment, utilities or infrastructure; provided, that this EXCLUSION (A)(13) shall not apply:

- (a) if such services, equipment, utilities or infrastructure are under the exclusive control of the **named insured**; and
- (b) the **claim** results directly from a **data security event**;

(14) **Medical Services:**

any actual or alleged act, error or omission in the rendering of, or failure to render, **medical services**; provided, that this EXCLUSION (A)(14) shall not apply to that part of any otherwise covered **claim** involving **bodily injury** directly resulting from a **data security event** and for which coverage is provided under INSURING AGREEMENT (A)(5);

(15) **Money or Property:**

- (a) trading losses, trading liabilities or change in value of accounts;
- (b) loss, transfer or theft of monies, securities or tangible property of others in **your** care, custody or control;
- (c) transactions or electronic funds transfers which are lost, diminished or damaged during transfer, including via mail or any carrier for hire; or
- (d) gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or redemption related thereto;

provided, that subparagraph (b) of this EXCLUSION (A)(15) shall not apply to that part of an otherwise covered **cyber crime loss**;

(16) **Nuclear:**

any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination or radioactive substance;

(17) **Payment Card Services Agreement:**

any actual or alleged obligations under a **payment card services agreement**; provided, that this EXCLUSION (A)(17) shall not apply to an otherwise covered **payment card industry claim**;

(18) **Pollution:**

- (a) exposure to, or generation, storage, manifestation, transportation, discharge, emission, release, dispersal, seepage, migration, escape, appearance, presence, reproduction, growth of, treatment, removal or disposal of, any **pollutant**, including any threat thereof;
- (b) fee, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize or rehabilitate any **pollutant**; or
- (c) fee, cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to any **pollutant**;

(19) **Unsolicited Communication/Credit Reporting:**

- (a) any actual or alleged: (1) distribution, dissemination or transmission of any unsolicited facsimile, wireless or telephone communication, electronic mail, direct mail, voice mail or telemarketing, including but not limited to Short Message Service or Multimedia Message Service; or (2) act, error or omission that violates or allegedly violates the Telephone Consumer Protection Act or the CAN-SPAM Act of 2003; or
- (b) act, error or omission that violates or allegedly violates the Fair Credit Reporting Act or the Fair and Accurate Credit Transaction Act,

including any amendment of or addition to such laws or any other local, state, federal or foreign act, statute, rule or common law that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, including any amendments thereto or any regulations promulgated thereunder;

(20) **War and Governmental Authority:**

- (a) strikes or similar labor action, war, invasion, acts of foreign enemies, terrorism, hijacking, hostilities or warlike operations, military action (whether war is declared or not), civil war, mutiny, popular or military uprising, insurrection, rebellion, revolution, military or nationalization or destruction of, or damage to, property under the order of government or other public authority; provided, that this EXCLUSION (A)(21)(a) shall not apply to that part of an otherwise covered **claim** or **loss** resulting from an act of **cyber terrorism** that results in a **data security event**; or
- (b) any action of a public or governmental authority in connection with the seizure, nationalization, confiscation, destruction, or deletion by or on behalf of or in the name or right of any local, state, federal or foreign administrative, governmental or regulatory agency, body, entity or tribunal of any computer, computer component, application, program, software, code, script or data of any type, nature or kind, or other property or information of any type, nature or kind; or

(21) **Information Collection:**

any actual or alleged unlawful use or collection of **personally identifiable information**, or the failure to provide adequate notice that such information is being collected or used, by any of **you**, with knowledge of any member of the **control group**.

- (B) For any **claim** made against a **subsidiary** or any **insured person** of any **subsidiary** for any act, error or omission committed or allegedly committed during any time when such entity was not a **subsidiary**.
- (C) Solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (A)(4) of this Policy, based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (1) any actual or alleged **data security event**;
 - (2) any false, misleading, deceptive or fraudulent statements in **advertising**, including inaccurate or incomplete description or depiction of goods, products or services or the price, quality or performance thereof, or unfair competition based thereon;

- (3) any **claim** brought by or on behalf of any independent contractor, third-party distributor, licensee, sub-licensee, joint venture, venture partner, any employee of the foregoing, or any employee or authorized representative of **yours** based upon or arising out of disputes over the (a) ownership or exercise of rights in **media content**; or (b) services supplied by such independent contractor, third party distributor, licensee, sub-licensee, joint venture, venture partner or employee or authorized representative;
 - (4) any publication of information by **you**, on behalf of **you**, or with **your** consent with knowledge of its falsity. For the purpose of determining the applicability of this EXCLUSION (C)(4), the acts, errors or omissions of, facts pertaining to, and knowledge possessed by any **insured person** shall not be imputed to any other **insured person**. The acts, errors or omission of, facts pertaining to, and knowledge possessed by a member of the **control group** shall be imputed to the **named insured**; or
 - (5) any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state or local government agency or ASCAP, SESAC, BMI or other licensing or rights entities in such entity's regulatory, quasi-regulatory or official capacity, function or duty.
- (D) Solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (B)(3) of this Policy, based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the inability to use, or lack of performance of, software resulting from **your** modification of such software in violation of any software license agreement or against the developer's recommendations.
- (E) Solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (B)(5) of this Policy, based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
- (1) any fraudulent, dishonest or criminal act by any employee or authorized representative of the **named insured**, whether acting alone or in collusion with others;
 - (2) the establishment of any credit or similar promise to pay, or to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine;
 - (3) any investment in **securities**, or ownership in any corporation, partnership, real property or similar instrument, whether or not such investment is genuine;
 - (4) any kidnap, ransom or other extortion payment surrendered as a result of a threat to do bodily harm to any natural person or a threat to harm, take or transfer property; or
 - (5) **money** or **securities** being transferred to or for the benefit of a natural person or entity with whom the **named insured** conducts its business, where there is a dispute between **you** and such person or entity with respect to goods provided or services performed.

IV. GENERAL CONDITIONS

(A) Limits of Liability:

(1) Liability Coverages:

- (a) **Data Security and Privacy.** The amount stated in ITEM 4(A)(1) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **damages**, including **defense costs**, from all **claims** or **related claims** for which this Policy provides coverage under INSURING AGREEMENT (A)(1). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (b) **Regulatory.** The amount stated in ITEM 4(A)(2) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **damages**, including **defense costs**, from all **regulatory claims** or **related claims** for which this Policy provides coverage under INSURING AGREEMENT (A)(2). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (c) **Payment Card Industry (“PCI”).** The amount stated in ITEM 4(A)(3) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **damages**, including **defense costs**, from all **payment card industry claims** or **related claims** for which this Policy provides coverage under INSURING AGREEMENT (A)(3). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (d) **Media.** The amount stated in ITEM 4(A)(4) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **damages**, including **defense costs**, from all **claims** or **related claims** for which this Policy provides coverage under INSURING AGREEMENT (A)(4). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (e) **Bodily Injury Indemnification.** The amount stated in ITEM 4(A)(5) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **damages**, other than **defense costs**, from all **claims** or **related claims** for which this Policy provides coverage under INSURING AGREEMENT (A)(5). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
- (2) **First Party Coverages:**
- (a) **Data Breach Response.** The amount stated in ITEM 4(B)(1) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **data breach response expenses** from all **data security events** or **related events** for which this Policy provides coverage under INSURING AGREEMENT (B)(1). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (b) **Data Recovery and Restoration.** The amount stated in ITEM 4(B)(2) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **data restoration expenses** from all **data security events** or **related events** for which this Policy provides coverage under INSURING AGREEMENT (B)(2). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.

- (c) **Business Interruption.** The amount stated in ITEM 4(B)(3) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **income loss** and **extra expense** from all **business interruption, contingent business interruption, or system failure business interruption** for which this Policy provides coverage under INSURING AGREEMENT (B)(3). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (d) **Extortion Threat.** The amount stated in ITEM 4(B)(4) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **extortion loss** from all **extortion threat events** or **related events** for which this Policy provides coverage under INSURING AGREEMENT (B)(4). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
 - (e) **Cyber Crime.** The amount stated in ITEM 4(B)(5) of the Declarations shall be **our** maximum aggregate Limit of Liability for all **cyber crime loss** from all **cyber crime events** or **related events** for which this Policy provides coverage under INSURING AGREEMENT (B)(5). Such Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations.
- (3) **Policy Aggregate Limit of Liability.** The amount stated in ITEM 4 of the Declarations as the “POLICY AGGREGATE LIMIT OF LIABILITY” shall be **our** maximum aggregate Limit of Liability for:
- (a) all **damages**, including **defense costs**, from all **claims** and all **related claims** for which this Policy provides coverage; and
 - (b) all **loss** from all **events** and **related events** for which this Policy provides coverage.
- (4) Each Limit of Liability described in GENERAL CONDITION (A) of this Policy shall apply regardless of the time of the payment or service under this Policy, the number of persons or entities included within the definition of “**you** or **your**,” or the number of **claims** or **events** under this Policy.
- (5) In the event a **claim** or an **event** under this Policy involves more than one (1) Insuring Agreement hereunder, it is understood and agreed that only one (1) Limit of Liability will apply to such **claim** or **event**, which shall be the highest applicable Limit of Liability stated in ITEM 4 of the Declarations.

(B) **Retention**

- (1) **You** shall be responsible for satisfaction or payment in full of the applicable Retention amount stated in ITEM 5 of the Declarations. **We** shall only be liable for the amount of **damages** arising from a **claim**, or for the amount of **loss** incurred in connection with an **event**, which is in excess of the applicable Retention amount stated in ITEM 5 of the Declarations.
- (2) With respect to INSURING AGREEMENT (B)(3), **we** will pay the actual **income loss** and **extra expense** incurred by **you**: (a) once the **waiting period** stated in ITEM 6 of the Declarations has expired; and (b) which is in excess of the Retention amount stated in ITEM 5(B)(3) of the Declarations.

- (3) In the event a **claim** or an **event** under this Policy involves more than one (1) Insuring Agreement hereunder, it is understood and agreed that only one (1) Retention will apply to such **claim** or **event**, which shall be the highest applicable Retention amount stated in ITEM 5 of the Declarations.

(C) **Related Claims and Related Events**

- (1) All **related claims**, whenever made, shall be deemed to be a single **claim**, regardless of: the number of **related claims**; the number or identity of claimants; the number or identity of **you** involved or against whom **related claims** have been or could have been made; and the number and timing of the **related claims**, even if the **related claims** comprising such single **claim** were made in more than one **policy period**.

All **related claims** will be treated as a single **claim** made when the earliest of such **related claims** was first made, or when the earliest of such **related claims** is treated as having been made in accordance with GENERAL CONDITION (D)(2) of this Policy, whichever is earlier.

- (2) All **related events**, whenever occurring, and all **claims** or **related claims** arising out of such **events**, shall be deemed to be a single loss under the policy in place when the first such **event** was **discovered**, and shall be subject to a single aggregate Limit of Liability, regardless of: the number of **related events**; the number or identity of **you** involved; and the number and timing of the **related events**, even if the **related events** comprising such single loss occurred in more than one **policy period**.

(D) **Reporting**

- (1) **You** shall, as a condition precedent to any right to coverage under this Policy, give **us** written notice, at the address stated in ITEM 11(A) of the Declarations, of any **event**, or of any **claim** as soon as practicable after any member of the **control group discovers** the **event** or becomes aware of such **claim**. If this Policy is not renewed with **us** or is cancelled for any reason other than non-payment of premium, written notice of such **claim** or of such **event** must be provided no later than:

- (a) thirty (30) days after the end of the **policy period**; or
- (b) the expiration of the Extended Reporting Period (if applicable) with respect to a **claim**;

provided, that if **we** send written notice to the **named insured** that this Policy is being cancelled for nonpayment of premium, **you** shall give **us** written notice of the event giving rise to such **loss** or of the **claim** prior to the effective date of such cancellation.

- (2) If, during the **policy period**, a member of the **control group** first becomes aware of a **circumstance**, and **you**:
 - (a) give **us** written notice of such **circumstance** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation or termination of this Policy; and
 - (b) request coverage under this Policy for any covered claim subsequently arising from such **circumstance**,

then any covered **claim** subsequently made against **you** arising out of such **circumstance** and for which written notice is given to **us** as soon as practicable thereafter shall be deemed to have been first made at the time such written notice was received by **us**. Full particulars shall include but are not limited to: a description of the **circumstance**; the identity of all potential claimants and any of **you** involved; information on the time, place and nature of the **circumstance**; the manner in which **you** became aware of such **circumstance**; and the reasons **you** believe the **circumstance** is likely to result in a **claim**.

(3) Proof of Loss:

Solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (B), "FIRST PARTY COVERAGES," as a condition precedent to coverage, **you** must prepare and submit to **us**, a written and detailed proof of loss sworn by an officer of **yours** after an **event** is **discovered**, but in no event later than six (6) months following the end of the **policy period** (unless such period has been extended by written agreement in advance by **us**). Such proof of loss shall include a narrative with full particulars of such **event**, including the time, place and cause of the **event**, a detailed calculation of any **loss**, and all other insurance thereon; and upon **our** request, **you** must submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the **event**. The costs and expenses of preparing and submitting a proof of loss, and establishing or proving the amount of a **loss** (other than as provided in the definition of "**extra expense**") shall be **your** obligation, and are not covered under this Policy.

(E) **Defense and Settlement**

(1) With respect to **claims** made against **you** in the United States of America or its territories or possessions;

(a) **We** shall have the right and duty to defend any covered **claim**, even if the allegations of such **claim** are groundless, false or fraudulent. **You** may propose to **us** counsel to represent **you** in connection with a covered **claim**, but **we**, in **our** sole discretion, retain the right to select counsel and to make such investigation and defense of a **claim** as **we** deem necessary.

(b) **You** shall not settle any **claim**, incur any **defense costs** or otherwise assume any obligation or admit any liability with respect to any **claim** without **our** written consent, which shall not be unreasonably withheld.

(c) **We** shall not settle any **claim** without the consent of the **named insured**. If the **named insured** refuses to consent to a settlement recommended by **us** and acceptable to the claimant, then, subject to **our** applicable Limit of Liability stated in ITEM 4 of the Declarations, **our** liability under this Policy with respect to such **claim** will not exceed:

(i) the amount for which the **claim** could have been settled plus **defense costs** up to the date **you** refused to settle such **claim** (the "Settlement Amount"); plus

(ii) eighty percent (80%) of any **damages**, including **defense costs**, in excess of the Settlement Amount incurred in connection with the **claim**. The remaining twenty percent (20%) of **damages**, including **defense costs**, in excess of the Settlement Amount will be carried by **you** at **your** own risk and will be uninsured;

provided, that this subparagraph (c) shall not apply to any potential settlement that is within the applicable Retention amount stated in ITEM 5 of the Declarations.

- (d) **We** shall have no obligation to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **claim** after an applicable Limit of Liability has been exhausted by payment of **damages**, including **defense costs**, or by any combination thereof, or after **we** have deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, **we** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such **claim** to **you**.
 - (e) **You** shall cooperate with **us** and provide **us** all information and assistance which **we** reasonably request, including attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **claim** covered by this Policy. **You** shall do nothing that may prejudice **our** position and shall immediately forward to **us**, at the address shown in ITEM 11(A) of the Declarations, every demand, notice, summons, or other process or pleading received by **you** or **your** representatives.
- (2) With respect to **claims** made against **you** outside of the United States of America or its territories or possessions:
- (a) It shall be **your** duty and not **our** duty to defend any **claim** covered by this Policy. **We** have the right to consent to **your** choice of defense counsel, which consent shall not be unreasonably withheld. **We** have the right to participate with **you** in the investigation, defense and settlement of any **claim**, including but not limited to the selection of appropriate defense counsel and the negotiation of a settlement of any **claim** that appears reasonably likely to be covered in whole or in part by this Policy.
 - (b) Upon written request, **we** will pay **defense costs** owed under this Policy on a current basis. Such advanced payments by **us** shall be repaid to **us** by **you** severally according to **your** respective interests in the event and to the extent that **you** shall not be entitled to payment of such **defense costs** under this Policy. As a condition to any payment of **defense costs** before the final disposition of a **claim**, **we** may require a written undertaking on terms and conditions satisfactory to **us** guaranteeing the repayment of any **defense costs** paid to **you** or on **your** behalf if it is finally determined that any such **claim** or portion of any **claim** is not covered under this Policy. Except for **defense costs** paid in accordance with this paragraph (E)(2), **we** will have no obligation to pay any **damages** before the final disposition of a **claim**.
 - (c) **You** may not admit any liability for any **claim**, settle or offer to settle any **claim** or incur any **defense costs** without **our** prior consent, such consent not to be unreasonably withheld.
 - (d) **We** will have no obligation to pay **damages**, including **defense costs**, after the applicable Limit of Liability set forth in ITEM 4 of the Declarations has been exhausted by the payment of **damages**, including **defense costs**.
 - (e) If both **damages** (including **defense costs**) covered by this Policy and damages not covered by this Policy are incurred, either because a **claim**

made against **you** includes both covered and uncovered matters, or because a **claim** is made against both **you** and others not included within the definition of “**you**,” **we** and **you** agree to use our best efforts to determine a fair and proper allocation of all such amounts. **Our** obligation to pay **damages** (including **defense costs**) under this Policy shall relate only to those sums allocated to **you**. In making such determination, the parties shall take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **claim** by **you** and others. In the event **we** and **you** do not reach an agreement with respect to an allocation, then **we** shall be obligated to make an interim payment of the amount of **damages** (including **defense costs**) which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to provisions of this Policy and applicable law.

(3) If any amounts for **damages**, including **defense costs**, or **loss** are sustained or incurred in currency other than United States dollars, the amounts will be converted into United States dollars according to the prevailing rate of exchange on the date the amounts are sustained or incurred.

(4) First Party Coverages:

You may select any **designated service provider** from our list of approved **designated service providers** as set forth on Schedule A to this Policy. Any such **designated service provider** shall have a direct relationship with **you** and any services provided by any **designated service provider** are for **you**.

(F) **Coverage Territory:**

This Policy applies to **claims** and **events** taking place anywhere in the world.

(G) **Changes in Risk:**

(1) If, during the **policy period**, the first **named insured** acquires or creates another entity in which the first **named insured** holds directly or indirectly a fifty percent (50%) or greater beneficial or legal interest, or if the first **named insured** merges or consolidates with another entity such that the first **named insured** is the surviving entity (any such acquired, created, merged or consolidated entity an “Acquired Entity”), then for a period of ninety (90) days after the effective date of such transaction, such Acquired Entity shall be included within the term “**named insured**,” but only with respect to: **data security events** or **media events** first happening after the effective date of the transaction; or **business interruption, contingent business interruption, system failure business interruption, extortion threat events** or **cyber crime events** that first occur after the effective date of such transaction. Upon the expiration of the ninety (90) day period, there will be no coverage available under this Policy for any **claim** or **event** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the Acquired Entity unless within such ninety (90) day period:

(a) the first **named insured** gives **us** such information regarding the transaction as **we** request; and

(b) **we** specifically agree by written endorsement to this Policy to provide coverage with respect to such Acquired Entity, and the first **named insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as **we**, in **our** sole discretion, impose in connection with the transaction.

- (2) If, during the **policy period**, any of the following events occur:
- (a) the first **named insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the first **named insured** is not the surviving entity; or
 - (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the first **named insured**;

coverage under this Policy shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events** or **media events** first happening before the effective date of such event; or **business interruption, contingent business interruption, system failure business interruption, extortion threat events** or **cyber crime events** that first occur before the effective date of such event. There will be no coverage available under this Policy for any **data security event** or **media event** happening on or after the effective date of such event; or any **business interruption, contingent business interruption, system failure business interruption, extortion threat event** or **cyber crime event** that first occurs on or after the effective date of such event.

- (3) If, during the **policy period**, any of the following events occur:
- (a) any **named insured**, other than the first **named insured**, is dissolved, sold, acquired by, merged into, or consolidated with another entity such that such **named insured** is not the surviving entity; or
 - (b) a third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to any **named insured**, other than the first **named insured**;

coverage under this Policy shall continue in full force and effect with respect to such **named insured** and its **insured persons** until the Expiration Date or any earlier cancellation date, but this Policy shall only apply to: **data security events** or **media events** first committed or allegedly committed by such **named insured** and its **insured persons** before the effective date of such event; or **business interruption, contingent business interruption, system failure business interruption, extortion threat events** or **cyber crime events** involving such **named insured** and its **insured persons** before the effective date of such event. There will be no coverage available under this Policy for any **data security event** or **media event** committed or allegedly committed by such **named insured** and its **insured persons** on or after the effective date of such event; or any **business interruption, contingent business interruption, system failure business interruption, extortion threat event** or **cyber crime event** involving such **named insured** and its **insured persons** on or after the effective date of such event.

(H) **Extended Reporting Period:**

Solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (A), LIABILITY COVERAGES, if this Policy is cancelled for any reason, other than fraud, misrepresentation or non-payment of premium, or if this Policy is not renewed by **us** or the first **named insured**, an additional period of time during which **claims** made under this Policy may be reported (an "Extended Reporting Period") shall be made available, but any such Extended Reporting Period shall apply only to **claims** for **data security events** or **media events** happening before the effective date of such cancellation or non-renewal (the "Termination Date") or the effective date of any event described in GENERAL CONDITION

(G) of this Policy (as applicable), whichever is earlier. No Extended Reporting Period shall in any way increase **our** Limits of Liability as stated in ITEM 4 of the Declarations, and **our** Limit of Liability for **claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Policy Aggregate Limit of Liability stated in ITEM 4 of the Declarations. The first **named insured** may purchase an Extended Reporting Period for one of the periods of time stated in ITEM 10 of the Declarations by notifying **us** in writing of its intention to do so no later than thirty (30) days after the Termination Date. The additional premium for this Extended Reporting Period shall be equal to the applicable amount stated in ITEM 10 of the Declarations and must be paid no later than thirty (30) days after the Termination Date. Such additional premium shall be deemed fully earned upon inception of such Extended Reporting Period.

If no election to purchase an Extended Reporting Period is made as described above, or if the additional premium for any such Extended Reporting Period is not paid within thirty (30) days after the Termination Date, there will be no right to purchase an Extended Reporting Period at any later time.

(I) **Cancellation; Non-Renewal:**

- (1) **We** may not cancel this Policy, except for non-payment of premium, in which case twenty (20) days advance written notice (or such longer period of time as required by applicable law) shall be delivered to the first **named insured** at the last known address shown on the Declarations. Notwithstanding the foregoing, if **we** receive no premium whatsoever by the premium due date and no premium whatsoever is received by the last day of such twenty (20) day notice period (or such longer period of time as required by applicable law), **we** may cancel this Policy as of the Inception Date set forth in ITEM 2(a) of the Declarations. If **we** cancel this Policy, earned premium will be computed *pro rata*.
- (2) The first **named insured** may cancel this Policy by providing **us** written notice stating when, not later than the Expiration Date set forth in ITEM 2(b) of the Declarations, such cancellation will be effective. In such event, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (3) **We** will not be required to renew this Policy upon its expiration. If **we** elect not to renew this Policy, **we** will send advanced written notice of nonrenewal to the first **named insured** at least sixty (60) days before the expiration date of this Policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other term or condition will not constitute, nor be construed as, a failure or refusal to renew this Policy.

(J) **Assistance and Cooperation:**

You are obligated to provide **us** with all information, assistance and cooperation that **we** reasonably request, including but not limited to information, assistance, and cooperation in the investigation, defense, settlement, or other resolution of a **claim**; the pursuit or enforcement of any right of subrogation, contribution, indemnity, or other obligation from another; or conduct with respect to any action, suit, appeal, or other proceeding.

(K) **Subrogation:**

In the event of any payment under this Policy, **we** shall be subrogated to the extent of the payment to all of **your** rights of recovery from any person or entity other than one of **you**.

You must do everything necessary to secure these rights, including but not limited to executing any documents necessary to allow **us** to effectively bring suit in **your** name. **You** also must do nothing that may prejudice **our** position or **our** potential or actual rights of recovery. **Your** obligations under this GENERAL CONDITION (K) shall survive the expiration or termination of this Policy.

(L) **Other Insurance:**

The coverage provided under this Policy:

- (1) shall apply as primary insurance with respect to any coverage that may also be available to **you** under a “CYBERGUARD AND MEDIGUARD COVERAGE” endorsement attached to and made a part of any professional liability insurance policy issued to the **first named insured** by The Doctors Company or by any insurance company subsidiary of The Doctors Company;
- (2) shall apply as primary insurance solely with respect to the coverage afforded under Section I INSURING AGREEMENTS (A)(1), (A)(2), (A)(3), (B)(1), (B)(2) and (B)(4) of this Policy; and
- (3) shall, except as provided in subparagraph (L)(1) and (L)(2) above, be specifically excess of, and will not contribute with: (a) any other valid and collectible insurance or self-insurance, whether the other insurance or self-insurance is stated to be primary, *pro-rata*, contributory, excess, contingent or otherwise, unless such other insurance is specifically written as excess of this Policy; or (b) any defense, hold harmless, or indemnification that **you** are entitled to from any person or entity other than one of **you**.

(M) **Exhaustion:**

If **our** Policy Aggregate Limit of Liability, as set forth in ITEM 4 of the Declarations, is exhausted by the payment of **damages, defense costs or loss**, as applicable, the premium will be fully earned, all of **our** obligations under this Policy will be completely fulfilled and exhausted, including any obligation to pay **defense costs** or to continue to direct the defense of any of **you**, and **we** will have no further obligations of any kind or nature whatsoever under this Policy.

(N) **Risk Management:**

Risk management services will be available to the **named insured** during the **policy period**, regardless of whether there has been a **data security event**.

(O) **Authorization and Notices:**

The first **named insured** will act on behalf of all of **you** with respect to: the giving or receiving of any notice under this Policy; the payment of premiums to, or the receiving of return premiums from, **us**; the receiving and acceptance of any endorsements issued to form a part of this Policy; and the exercising, or declining to exercise, any Extended Reporting Period. Any communication by **us** to the first **named insured** shall constitute a communication to all of **you**.

(P) **Conformance:**

Any terms of this Policy that are in conflict with the laws or regulations of the state in which this Policy is issued are amended to conform with such laws or regulations.

(Q) **Representation; Incorporation of Application; Entire Agreement:**

You represent that the particulars and statements contained in the **application** are true, accurate and complete and agree that:

- (1) this Policy is issued and continued in force by **us** in reliance upon the truth of such representation;
- (2) those particulars and statements are the basis of this Policy; and
- (3) the **application** and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any of **you** shall be imputed to any other of **you**, except for material facts or information known to the person or persons who signed the **application**. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **application**, this Policy shall be void with respect to any of **you** who knew of such untruth, misrepresentation or omission or to whom such knowledge is imputed.

(R) **No Action Against Us:**

- (1) No action shall be taken against **us** by any of **you** unless, as conditions precedent thereto, **you** have fully complied with all of the terms of this Policy and the amount of **your** obligation to pay has been finally determined either by judgment against **you** after adjudicatory proceedings or by written agreement between **you**, the claimant and **us**.
- (2) No individual or entity shall have any right under this Policy to join **us** as a party to any **claim**, nor shall **we** be impleaded by **you**, or any legal representative of **you** in any such **claim**.

(S) **Notice:**

- (1) Notice to **you** shall be sent to the first **named insured** at the address designated in ITEM 1 of the Declarations.
- (2) Notice to **us** relating to the reporting any **claim** or **event** required under GENERAL CONDITION (D) of this Policy shall be sent to the address designated in ITEM 11(A) of the Declarations.
- (3) Notice to **us** unrelated to the reporting of any **claim** or **event** required under GENERAL CONDITION (D) of this Policy shall be sent to the address designated in ITEM 11(B) of the Declarations.

(T) **Changes:**

Notice to or knowledge possessed by any agent or other person acting on behalf of **us** shall not effect a waiver or change in any part of this Policy or prevent or estop **us** from asserting any right(s) under this Policy. This Policy can only be altered, waived, or changed by written endorsement issued to form a part of this Policy.

(U) **Bankruptcy; Insolvency:**

We will not be relieved of any of **our** obligations under this Policy by **your** bankruptcy or insolvency.

(V) **Examination of Books and Records:**

We may examine and audit **your** books and records as they relate to this Policy.

(W) **Economic and Trade Sanctions or Violations of Law:**

Any **claim** or matter or transaction uninsurable under any act, statute, rule, regulation, requirement, ordinance, common law, or other law of the United States of America concerning trade or economic sanctions or export control laws is not covered under this Policy.

(X) **Assignment:**

No assignment of interest under this Policy shall bind **us** without **our** written consent issued as a written endorsement to form a part of this Policy.

(Y) **Entire Agreement:**

You agree that this Policy, including the **application** and any endorsements, constitutes the entire agreement between **you** and **us**.

(Z) **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

Unless you check the box below, sign this form and return it to your agent or broker rejecting terrorism coverage for certain acts of terrorism, you will be covered under the <policyName> for certain “acts of terrorism,” as defined in the Terrorism Risk Insurance Act. Your premium for that coverage will be <trialPremium>.

If you reject this offer of terrorism coverage, then an exclusion of certain acts of terrorism will be made a part of this Policy.

- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses under the <policyName> resulting from certain acts of terrorism.**

Policyholder/Applicant’s Signature

Insurance Company

Print Name

Policy Number

Date

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Rate Information

Rate data applies to filing.

Filing Method: Prior Approval
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: 0.000%
Effective Date of Last Rate Revision:
Filing Method of Last Filing: New Program
SERFF Tracking Number of Last Filing: New Program

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
TDC Specialty Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State: California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name: CyberGuard Plus Cyber Liability

Project Name/Number: CyberGuard PLUS Program/2020 New Program

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		California Rules and Rates Manual	v.2020.05 Pages 1-8	New		Rate Manual - 2020.07.31.pdf

TDC Specialty Insurance Company
CyberGuard® PLUS Program Rate Manual
Cyber Liability Coverage for Healthcare Professionals

CALIFORNIA RULES AND RATES MANUAL

TABLE OF CONTENTS

I. GENERAL GUIDELINES	2
A. Application of Manual.....	2
B. Application of General Rules.....	2
C. Cancellation/Nonrenewal	2
D. Extended Reporting Period Coverage.....	2
E. Rounding	2
F. Policy Term	2
II. RATING GUIDELINES.....	2
A. Basic Coverage Packages	2
B. Rating Factors	3
C. Minimum Premiums	6
III. SCHEDULE MODIFICATION PLAN	6
IV. PREMIUM CALCULATION	7

TDC Specialty Insurance Company
CyberGuard® PLUS Program Rate Manual
Cyber Liability Coverage for Healthcare Professionals

I. GENERAL GUIDELINES

A. Application of Manual

This manual provides the rates, rules, and modifications for writing Cyber Liability Coverage for Healthcare Professionals for TDC Specialty Insurance Company (“the Company”).

B. Application of General Rules

These rules apply to all Sections of this manual.

C. Cancellation/Nonrenewal

The policy can be cancelled by written request of the First Named Insured and stating a prospective effective date of cancellation. A pro-rata refund is made of any unearned premium.

The Company may cancel or nonrenew a policy in accordance with state requirements. A pro-rata refund is made of any unearned premium.

D. Extended Reporting Period Coverage

If an extended reporting period is elected, the premium is based on the following percentage of the Final Annual Cyber Premium:

ERP Term	Factor
1 Year	100%
2 Years	150%
3 Years	200%

E. Rounding

The Final Cyber Premium is rounded to the nearest dollar. There is no rounding in intermediate steps of the premium calculation.

F. Policy Term & Mid-Term Changes

All rates in this manual are annual, unless otherwise noted and premiums for policy periods other than one year will be calculated on a standard pro rata basis. Any mid-term change will be calculated on an annual basis and applied pro rata based on the remaining effective period in the policy.

II. RATING GUIDELINES

A. Basic Coverage Packages

There are two core packages of limits available: “Select” and “Premium”. Customizable limits/retentions are available within the Premium package:

	Select	Premium
Data Breach Response	1,000,000	1,000,000
Number of Notified Individuals	250,000	1,000,000

TDC Specialty Insurance Company
 CyberGuard® PLUS Program Rate Manual
 Cyber Liability Coverage for Healthcare Professionals

Data Recovery and Restoration Expense Coverage	1,000,000	1,000,000
Business Interruption Coverage	1,000,000	1,000,000
Contingent Business Interruption Sublimit	100,000	250,000
System Failure Sublimit	100,000	250,000
Voluntary Shutdown Sublimit	100,000	250,000
Extortion Threat Coverage	1,000,000	1,000,000
Cyber Crime	250,000	1,000,000
Reputational Income Loss	0	250,000
Consequential Property Damage Coverage	0	100,000
Data Security and Privacy Liability	1,000,000	1,000,000
Regulatory Coverage	1,000,000	1,000,000
Payment Card Industry ("PCI") Coverage	500,000	1,000,000
Media Coverage	1,000,000	1,000,000
Affirmative Bodily Injury Indemnity Sublimit	0	100,000

The base retention under both packages is \$5,000.

B. Rating Factors

a. Base Premium Table

Number of Physicians	Select	Premium	Number of Physicians	Select	Premium
1	1,075	1,450	26	5,678	5,997
2	1,075	1,450	27	5,849	6,186
3	1,075	1,450	28	6,014	6,369
4	1,400	1,768	29	6,173	6,545
5	1,665	2,026	30	6,326	6,715
6	2,099	2,449	31	6,448	6,850
7	2,417	2,760	32	6,566	6,981
8	2,693	3,030	33	6,681	7,108
9	2,937	3,268	34	6,792	7,231
10	3,154	3,480	35	6,900	7,350
11	3,351	3,673	36	7,044	7,513
12	3,590	3,905	37	7,186	7,674
13	3,827	4,137	38	7,328	7,834
14	4,046	4,351	39	7,465	7,990
15	4,250	4,550	40	7,599	8,141
16	4,381	4,681	41	7,730	8,289
17	4,503	4,803	42	7,858	8,434
18	4,638	4,938	43	7,983	8,575
19	4,775	5,075	44	8,107	8,716
20	4,905	5,205	45	8,229	8,854
21	5,028	5,328	46	8,348	8,989
22	5,146	5,446	47	8,465	9,121
23	5,259	5,559	48	8,579	9,250
24	5,375	5,675	49	8,691	9,376
25	5,500	5,800	50	8,800	9,500

TDC Specialty Insurance Company
 CyberGuard® PLUS Program Rate Manual
 Cyber Liability Coverage for Healthcare Professionals

Number of Physicians	Select	Premium	Number of Physicians	Select	Premium
51	8,925	9,642	76	11,666	12,722
52	9,047	9,781	77	11,772	12,836
53	9,168	9,918	78	11,877	12,950
54	9,286	10,052	79	11,980	13,061
55	9,401	10,183	80	12,082	13,172
56	9,515	10,313	81	12,182	13,281
57	9,631	10,444	82	12,282	13,389
58	9,747	10,576	83	12,380	13,495
59	9,861	10,705	84	12,480	13,603
60	9,973	10,833	85	12,582	13,714
61	10,083	10,958	86	12,683	13,823
62	10,191	11,081	87	12,783	13,931
63	10,298	11,202	88	12,881	14,038
64	10,403	11,321	89	12,979	14,143
65	10,506	11,438	90	13,075	14,248
66	10,608	11,554	91	13,170	14,351
67	10,708	11,668	92	13,264	14,453
68	10,806	11,780	93	13,358	14,554
69	10,904	11,891	94	13,450	14,654
70	11,000	12,000	95	13,541	14,753
71	11,115	12,124	96	13,631	14,851
72	11,228	12,247	97	13,721	14,948
73	11,340	12,368	98	13,813	15,048
74	11,450	12,488	99	13,907	15,149
75	11,559	12,605	100	14,000	15,250

For each additional physician over 100, use the following incremental per-physician rates:

Rate per Physician	Select	Premium
101-200	95	100
201-300	85	90
301-400	75	80
>400	70	75

b. Retention and Limit

Customized limits and retentions can be purchased in the Premium coverage package. The credit/debit will be based on a Weibull curve with the following parameters for all coverages except Notification Coverage and Business Interruption:

Weibull Parameters	
a	4.877
b	5.037
c	0.262

TDC Specialty Insurance Company
 CyberGuard® PLUS Program Rate Manual
 Cyber Liability Coverage for Healthcare Professionals

d	0.384
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The ILF Factor are calculated based on the Weibull parameters using the following formula:

$$ILF(x) = a - be^{-c*\left(\frac{x}{1,000,000}\right)^d}$$

The ILFs for Notification Coverage are as follows:

Notification ILFs	
1,000,000	1.000
1,500,000	1.065
2,000,000	1.125
2,500,000	1.180

The Business Interruption Deductible Factors are as follows:

Deductible Hours	Factor
0	11.20
5	1.20
8	1.10
10	1.00
24	0.90
48	0.80
72	0.76
≥ 73	0.75

- c. To calculate factors for values not shown in the factor tables use linear interpolation.
- d. Coverage Allocations

	Select	Premium
Data Breach Response	0.9%	0.7%
Number of Notified Individuals	8.7%	6.9%
Data Recovery and Restoration Expense Coverage	0.9%	0.7%
Business Interruption Coverage	6.2%	4.9%
Contingent Business Interruption Sublimit	0.7%	0.9%
System Failure Sublimit	0.7%	0.9%
Voluntary Shutdown Sublimit	0.7%	0.9%
Extortion Threat Coverage	6.5%	5.2%
Cyber Crime	10.4%	14.8%
Reputational Income Loss	0.0%	2.3%
Consequential Property Damage Coverage	0.0%	2.3%
Data Security and Privacy Liability	34.5%	27.4%
Regulatory Coverage	6.9%	5.5%
Payment Card Industry ("PCI") Coverage	1.3%	1.4%
Media Coverage	21.6%	17.2%
Affirmative Bodily Injury Indemnity Sublimit	0.0%	8.0%
Total	100.0%	100.0%

TDC Specialty Insurance Company
 CyberGuard® PLUS Program Rate Manual
 Cyber Liability Coverage for Healthcare Professionals

- e. **Certified Act of Terrorism Coverage**
 The premium charge for certified acts of terrorism shall be determined by applying the appropriate factor from the table below to the Final Cyber Premium:

Certified Acts of Terrorism

Cvg Election	Additional Charge
Rejected	N/A
Selected	0% - 3%

C. Minimum Premiums

- a. The minimum premium varies by the selected base level of coverage:

	Minimum Premium				
	\$1M	\$2M	\$3M	\$4M	\$5M
Select	1,075	n/a	n/a	n/a	n/a
Premium	1,450	2,500	5,000	7,500	10,000

III. SCHEDULE MODIFICATION PLAN

This plan applies to all risks.

Modification Description	Range of Modifier
Cyber Incident Response Fund	
Data Breach Preparedness	+/- 15%
Amount of sensitive information	+/- 15%
Encryption	+/- 15%
Network Security & Privacy	
Compliance with Privacy Regulations	+/- 15%
Media	
Extent / amount of content	+/- 15%
Corrections / take down procedures	+/- 15%
Computer Fraud	
Network intrusion detection	+/- 15%
Network access controls	+/- 15%

TDC Specialty Insurance Company
 CyberGuard® PLUS Program Rate Manual
 Cyber Liability Coverage for Healthcare Professionals

General	
Centralized policies & procedures	+/- 15%
Network security	+/- 15%
Quality of service provider contracts (vendor management)	+/- 15%

The maximum amount of credit/debit varies based on risk size:

Number of Physicians	Max Debit/Credit
1-10	+/- 5%
11-25	+/- 15%
>25	+/- 25%

IV. PREMIUM CALCULATION

The final Cyber Premium is calculated as follows:

1. Base Premium: Determine the base premium for the selected Basic Coverage Package and number of Physicians in section II.B.a
2. Manual Premium: For any customized limits/retentions, adjust the premium allocated to that coverage using the percentages in II.B.d and the appropriate factors from II.B.b
3. Modified Premium: Add the modifiers selected in section III, apply the appropriate modification min/max, and apply the mod to the Manual Premium
4. Final Cyber Premium: Adjust the Modified Premium for policy term, then minimum premiums, then round to the nearest whole dollar, and apply Terrorism charge

State: California **Filing Company:** TDC Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Supporting Document Schedules

Satisfied - Item:	New Prior Approval Rate Application
Comments:	Please see attached Prior Approval Rate Application and Prior Approval Rate Template both in excel format and PDF.
Attachment(s):	PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.07.06.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.07.06.xlsm
Item Status:	
Status Date:	
Satisfied - Item:	California Exhibit 16 - New Program Explanatory Memorandum
Comments:	Please see attached California Exhibit 16 - New Program Explanatory Memorandum
Attachment(s):	Exhibit16 - Actuarial Memo - 2020.05.08.pdf
Item Status:	
Status Date:	
Satisfied - Item:	California Exhibit 19 - Competitor Filing Base Rate Comparison
Comments:	Please see attached California Exhibit 19 - Competitor Filing Base Rate Comparison
Attachment(s):	Exhibit 19 - Rate Support - 2020.05.08.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Underwriting Guidelines
Comments:	Please see attached Cyber Liability Coverage for Healthcare Professionals Underwriting Guidelines (TDCSI).
Attachment(s):	Cyber Liability Coverage for Healthcare Professionals Underwriting Guidelines (TDCSI).pdf
Item Status:	
Status Date:	

Cyber Liability Coverage for Healthcare Professionals

Underwriting Guidelines

TDC Specialty Insurance Company

Industry Overview

The healthcare industry is one of the largest in the United States. It employs approximately 9% of the entire country's workforce and represents approximately 18% of the nation's GDP. The healthcare industry has a unique culture that is centered around the care for others. Because of the need for openness and collaboration in the rendering of patient care, the levels of data security employed by healthcare providers are often much less robust than other industries.

Protecting patient confidentiality has been a cornerstone of ethical medicine for over a millennium, yet healthcare providers and organizations were very slow to purchase stand-alone cyber liability coverage. Early purchasers of the coverage did so in order to address the risk of being out of compliance with HIPAA and HITECH. Given the evolution of the hacking community and the value of personal health information that healthcare organizations possess, the demand for cyber coverage from the healthcare community has grown.

Product Overview

TDC Specialty Insurance Company (TDCSI) is creating a new program to offer Physicians, Surgeons and Ancillary Healthcare Providers Professional Liability (PSAHPPL) insureds of The Doctors Company, an Interinsurance Exchange, an expanded portfolio of Cyber Liability insurance coverages under the Cyber Liability Coverage for Healthcare Professionals (CLCHP) program (the "Program"). This new Program was developed to offer an independent, cyber-specific policy form, focused on the HC Provider segment. This new Cyber-specific policy can be purchased in the place of the more basic coverage offered under an endorsement to the PSAHPPL policy. The new CLCHP policy includes new cyber-specific claims features (24/7 access to expert breach counsel), the ability to purchase additional coverage options (e.g. Contingent BI and Cyber Crime) and limits up to \$5M. It is only available to concurrent PSAHPPL insureds who decline the endorsement buy-up option in the PSAHPPL plan.

The Cyber Liability Coverage for Healthcare Professionals Program provides our insureds with a package of claims made and reported insurance coverage; breach response services provided by expert consultants and service providers paid for by the policy in the event of a breach event; and access to expert consultants and service providers that the insured can engage at its own cost and expense from a panel of providers offering their services to TDCSI insureds at pre-negotiated pricing.

The insured can choose from two different levels of coverage: Select or Premium. The Select option has a fixed aggregate limit of \$1,000,000. The Premium coverage option allows for the aggregate limit to increase up to a maximum of \$5,000,000.

The Cyber Liability Coverage for Healthcare Professionals policy provides comprehensive liability coverage and coverage for financial losses and expenses incurred by the insured to mitigate the cyber event and to properly notify affected individuals and relevant regulatory agencies. The policy affords the possibility of differing limits of liability for each insuring agreement, subject to an overall policy aggregate limit of liability. Defense costs and breach response expenses will generally be included within the policy's limit of liability for all coverage options.

The first party Insuring Agreements TDCSI offers in its Cyber Liability Coverage for Healthcare Professionals policy are:

1. **Data Breach Response** – pays for forensic and breach counsel expenses; notification and monitoring expenses; crisis management and reward expenses. Under the Program the notification and monitoring expenses are available on a number of individuals basis, rather than as a monetary amount and moved outside the policy aggregate.
2. **Data Recovery and Restoration** – pays costs and expenses incurred to unencrypt, recover, restore, recreate or recollect the Insured's data that has been corrupted, altered or destroyed due to a cyber event.
3. **Business Interruption** – pays for loss of pretax profits that would have been earned by the Insured during a finite period as prescribed in the policy had the cyber event not occurred. Note that Contingent Business Interruption, System Failure and Voluntary Shutdown coverages are sublimited within Business Interruption Coverage.
4. **Extortion Threat** – reimburses the Insured for monies paid by the insured to prevent or terminate a threat.
5. **Cyber Crime** – pays for loss of the Insured's money or securities due to computer fraud, funds transfer fraud, phishing and social engineering events.
6. **Reputational Income Loss** – pays for income loss sustained for a year due to a data security event. This coverage is triggered after the period of restoration of the business interruption coverage has ended (if applicable) or for one year after a privacy event has been discovered. This coverage is only available if the Premium level of coverage is selected.
7. **Consequential Property Damage Coverage** – pays the costs and expenses incurred by the named insured to replace its computer system after a TDCSI-contracted service provider has determined that a covered data security event has rendered the computer system beyond repair. This coverage is available only if the Premium level of coverage is selected and is offered at a maximum limit of \$100,000.

The third party Insuring Agreements TDCSI offers in its Cyber Liability Coverage for Healthcare Professionals policy are:

1. **Data Security and Privacy** – addresses claims brought by third parties against the insured for a breach of privacy or failure to maintain data security
2. **Regulatory** – pays for civil fines and penalties and associated defense expenses as a result of an investigation or demand from a federal or state regulator regarding a breach of privacy. These claims typically are filed by the Office for Civil Rights in relation to

alleged violations of HIPAA or HITECH or from state Attorneys General for alleged violations of state privacy laws.

3. **Media** – pays damages and claim expenses from personal injury allegations arising from printed content or digital content posted by or on behalf of the Insured on the internet
4. **Payment Card Industry (PCI)** – pays for damages and claim expenses for claims alleging that the Insured failed to comply with the Payment Card Industry Security Standards.
5. **Bodily Injury Indemnification** – pays for damages for claims brought by third parties alleging that a cyber event directly caused bodily injury. Note that this coverage applies excess of any other insurance. A specific medical malpractice exclusion is part of the TDCSI policy. This coverage is only available if the insured selects the Premium coverage option.

Breach response services paid for by the TDCSI policy include services by contracted third party vendors on behalf of our Insureds in the following areas:

1. **Breach Counsel**
2. **Forensic consulting**
3. **Public Relations/Crisis Communications**
4. **Notification Processing and Call Center services**
5. **ID/Credit Monitoring and Restoration Services**

Value added services to assist our insureds in their cyber risk management efforts are available to our insureds at their sole cost and expense from a panel of third-party providers that TDCSI has secured favorable pricing from for our Insureds. These services focus on the following areas:

1. **HIPAA compliance review and employee training**
2. **Network Security audits and assessments**
3. **Crisis preparedness training**
4. **Incident response planning**

Target Segments

Cyber Liability Coverage for Healthcare Professionals Program is available only to existing Physicians, Surgeons and Ancillary Healthcare Providers Professional Liability insureds of The Doctors Company.

Competitive Landscape

A recent Aon Benfield report indicated that there were 184 insurers that wrote cyber liability coverage in 2018. A RAND Corporation report that was recently issued stated that the National Association of Insurance Commissioners (NAIC) reported that around 500 insurers are now offering Cyber insurance to corporations and individuals. This coverage takes the form of either

a stand-alone policy, or as an endorsement to a different line of coverage. The current market premium, according to Aon Benfield, is approximately \$1.34 billion, and has grown by 30% in the past 12 months. Many reports show the overall cyber market growing significantly in the coming years, with some experts predicting that the market will grow to over \$20 billion in the next three years. To put it into perspective, the current Cyber market has a similar number of participating carriers as the medical professional liability market but contemplates approximately 10% of the premium.

Cyber Insurance is one of the more profitable lines of coverage, which is attracting new entrants into the market each year. According to Aon Benfield, the industry's combined ratio for Cyber as a class of business is only 87.3%. This is much better than most other forms of professional liability.

Although there are over 100 insurance companies writing Cyber Insurance, the market is very concentrated into a handful of carriers. The top 10 insurers in the class represent over 70% of the Cyber GWP. Most insurers that offer stand-alone Cyber policies do not differentiate their coverage offerings by industry. There are generally up to three separate policy forms. One for technologies companies; one for financial institutions, and one for all other industries. We believe that our healthcare focus gives TDCSI a competitive advantage over the more established markets, given their generalist approach. Our policy language is specifically written to address the unique exposures faced by healthcare organizations. Additionally, our breach response and other risk mitigation and management service offerings are being provided by outside firms that specialize in healthcare cybersecurity matters. This compares favorably to the market in general which utilizes the same set of vendors regardless of the insured's industry.

Underwriting Strategy

The Cyber Liability Coverage for Healthcare Professionals Program provides an option for TDC insureds who decline the endorsement buy-up option and prefer to purchase a stand-alone cyber liability insurance product. The new CLCHP policy includes new cyber-specific claims features (e.g., 24/7 access to expert breach counsel), the ability to purchase additional coverage options (e.g. Contingent BI and Cyber Crime) and limits up to \$5M.

Distribution Plan

TDCSI will accept submissions from TDC agents and brokers who are appointed with TDCSI.

Risk Selection and Exposure Consideration Guidelines

TDCSI will employ its standard risk selection and assessment processes. Risk Selection and Assessment is that part of the underwriting process where the underwriter analyzes the

exposures and the policies, procedures and controls in place to determine the acceptability of the applicant and the limit and deductible parameters of TDCSI's coverage proposal.

TDCSI targets those healthcare providers and organizations that embrace and demonstrate a culture of compliance and risk management. We look for organizations that have detailed controls in place that help mitigate their risk of cyber incidents. Other areas of consideration that are part of the risk analysis and assessment include:

- Financial Condition
- In-Force incident response plan for data breaches and business interruption
- Full compliance with PCI industry guidelines, if PCI coverage is being considered
- Hardware and software systems employed by the Insured
- Vendor management policies and procedures
- Compliance with HIPAA and HITECH
- Incident and Claims history

Underwriting Authority/Underwriting Collaboration Process

Underwriting authority will be granted to underwriters commensurate with their industry experience, expertise and job title. Each underwriter's authority will address the following items:

- Limits of Liability authority
- Retention level/SIR level authority
- Account premium size
- Account revenue size
- Renewal rate change

While it is anticipated that many accounts will be discussed amongst the underwriting team on both a formal and informal basis, Cyber Liability Coverage for Healthcare Professionals Program accounts with the following characteristics will be referred to the Cyber leader for review and approval:

- Limits of liability greater than \$1,000,000
- Retention greater than \$10,000
- Premium greater than \$50,000
- Renewal rate decrease greater than -2.5%

Common Practices

A. Submission Requirements

- a. Fully completed, signed and dated application form. It is preferred that the application be completed within 90 days of the effective date of coverage. We can underwrite, quote and bind off of other carrier applications
- b. Confirmation of medical professional liability coverage with The Doctors Company

B. Requests for Additional Insured/Additional Named Insured

- a. The Cyber Liability Coverage for Healthcare Professionals Program provides automatic coverage for all subsidiaries existing on the effective date of coverage and affords for 90 days of automatic coverage for new subsidiaries created or acquired by the insured during the Policy Period. Coverage beyond the initial 90 days is subject to underwriting review and if granted, coverage will be evidenced through an endorsement to the policy.
- b. All other requested for additional insureds or additional named insureds will be subject to underwriting review and if agreed, coverage will be provided by endorsement.

C. Coverage Backdating

- a. The Cyber segment Leader will have authority to backdate coverage 7 days without a no known loss letter/warranty statement
- b. Backdating a policy beyond 7 days in all circumstances will only be granted subject to a signed no known loss letter/warranty statement

D. Requests to bind coverage

- a. Coverage will only be bound after receipt of a written request to bind from the broker

E. Requests to cancel coverage

- a. Cancellations will be processed upon written request from the broker or insured. Cancellation request to be placed in underwriting file
- b. Cancellations will not be backdated
- c. Cancellations requested by the insured will be subject to pro rata return premium calculation

F. Extended Reporting Periods

- a. Extended reporting period options up to 3 years are available

G. International Exposures

- a. It is anticipated that none of the insureds contemplated by this program will have any international exposures

H. Self-Insured Retentions – it is not anticipated that any insured in this program will maintain a self-insured retention

I. Use of Limits and Retentions

- a. Primary Limits of liability of up to \$5,000,000 will be available.
- b. It is anticipated that average limit deployed across the portfolio will be less than \$5,000,000
- c. The Cyber Liability Coverage for Healthcare Professionals policy is subject to a single overall aggregate limit of liability. Claims expenses are included within the limits of liability. No first party or third party coverage will have a limit of liability greater than the limit of liability for Data Security and Privacy.
- d. The standard policy aggregate limit of liability is \$1,000,000. The minimum policy aggregate limit available is \$100,000. All coverages will share in the policy aggregate limit of liability. The maximum policy aggregate limit is \$5,000,000.
- e. Standard Sub-limits for certain insuring agreements are as follows: (the ability to increase or decrease these individual sub-limits will be proscribed in each underwriter's letter of authority)
 - i. Regulatory Actions and Investigations – 25% of Data Security and Privacy Limit. Limit cannot exceed 100% of the Data Security and Privacy Limit
 - ii. Payment Card Industry Coverage – 25% of the Data Security and Privacy Limit
 - iii. Contingent Business Interruption – 25% of the Data Security and Privacy Limit
 - iv. Bodily Injury Indemnification – 10% of the Data Security and Privacy Limit to a maximum of \$1,000,000
- f. If a single claim or event triggers more than one insuring agreement, the largest limit and retention will apply

J. Minimums

- a. Minimum Policy Premium - \$1,075
- b. Minimum Retentions –
 - i. First Party and Third Party coverages - \$1,000
 - ii. Business Interruption and Extra Expense – 8 hours. Waiting periods of between 4 hours and 8 hours are a referral to the EVP of underwriting

K. No Known Loss Letter

- a. Required to backdate coverage beyond 7 days
- b. May be required to supplement loss information in the application that is part of the underwriting submission
- c. May be required in order to agree to extend coverage to a new exposure or new entity

L. Policy Term Options

- a. Annual policies will be issued with the occasional odd policy term not to exceed 18 months
- b. Short term policies of at least 6 months.

M. Prior Acts

The Cyber Liability Coverage for Healthcare Professionals policy contemplates full prior acts coverage. Our submission requirements include a fully completed, signed and dated application with completed warranty statements. Should the insured's current policy have a specific retroactive date, subject to the application requirement above, TDCSI will honor the existing retroactive date.

N. Punitive Damages – the TDCSI policy form affords affirmative coverage for punitive damages with most favorable venue language included, however punitive damages are not insurable under California law

O. Reinstatement Requests – will only be considered upon receipt of full premium payment

P. Bodily Injury Indemnification – Because the prerequisite to participation in this program is being a current or prospective TDC medical professional liability insured, it is assumed that confirmation of in-force medical professional liability coverage and limits is not a requirement to offering this coverage

Quotations

- All quotations will be issued in writing using standard TDCSI quotation form templates
- If an account is subsequently required with different terms and/or the addition of optional quotations, the quotation letter will specifically state that the prior quotation has been terminated and is superseded by the subsequent quotation

Renewal Underwriting Process

Our goal is to get out in front of all of our renewals to (1) minimize any surprises or misunderstandings and (2) to keep our renewals out of the market. Renewal planning meetings will be held 120 days in advance of a renewal to discuss the status of the account and our strategy regarding the renewal process. A more streamlined renewal application will be developed in an effort to simplify the renewal process. Renewal solicitations, including the renewal application, will be forwarded to the broker of record 90 days in advance of renewal.

The renewal submission is to include:

- Renewal Application
- Updates for any open claim existing prior to TDCSI participation on the risk
- Confirmation of medical professional liability coverage with The Doctors Company

Company Filing Number Adjustment	COPIC COIN-131445684		MMIC PERR-130788071		MedPro FL 18-01141		TDCSI Proposed
	1.000	1.000	1.000	1.063	1.000	1.627	

Company Filing Number Adjustment	COPIC COIN-131445684		MMIC PERR-130788071		MedPro FL 18-01141		TDCSI Proposed
	1.000	1.000	1.000	1.063	1.000	1.627	

Number of Physicians	Raw		Cov Adj		Raw		Cov Adj		Raw		Cov Adj		Select Coverage
1	414	414	381	405	561	913			1,075				1,075
2	460	460	423	450	623	1,014			1,075				1,075
3	560	560	515	547	758	1,233			1,075				1,075
4	715	715	658	699	968	1,575			1,400				1,400
5	866	866	797	847	1,172	1,907			1,665				1,665
6	1,268	1,268	1,166	1,239	1,716	2,792			2,099				2,099
7	1,449	1,449	1,333	1,417	1,961	3,190			2,417				2,417
8	1,626	1,626	1,496	1,590	2,201	3,581			2,693				2,693
9	1,799	1,799	1,655	1,759	2,435	3,962			2,937				2,937
10	1,968	1,968	1,811	1,925	2,664	4,334			3,154				3,154
11	2,136	2,136	1,966	2,090	2,891	4,703			3,351				3,351
12	2,304	2,304	2,119	2,252	3,118	5,073			3,590				3,590
13	2,470	2,470	2,273	2,416	3,344	5,440			3,827				3,827
14	2,636	2,636	2,425	2,577	3,567	5,803			4,046				4,046
15	2,801	2,801	2,577	2,739	3,790	6,166			4,250				4,250
16	2,965	2,965	2,728	2,899	4,012	6,527			4,381				4,381
17	3,128	3,128	2,878	3,059	4,233	6,887			4,503				4,503
18	3,291	3,291	3,027	3,217	4,453	7,245			4,638				4,638
19	3,452	3,452	3,176	3,376	4,671	7,599			4,775				4,775
20	3,613	3,613	3,324	3,533	4,889	7,954			4,905				4,905
21	3,773	3,773	3,471	3,689	5,106	8,307			5,028				5,028
22	3,932	3,932	3,618	3,845	5,322	8,658			5,146				5,146
23	4,090	4,090	3,763	3,999	5,535	9,005			5,259				5,259
24	4,248	4,248	3,908	4,154	5,749	9,353			5,375				5,375
25	4,405	4,405	4,052	4,307	5,961	9,698			5,500				5,500
26	4,561	4,561	4,196	4,460	6,172	10,041			5,678				5,678
27	4,716	4,716	4,339	4,612	6,382	10,383			5,849				5,849
28	4,871	4,871	4,481	4,763	6,591	10,723			6,014				6,014
29	5,024	5,024	4,622	4,912	6,799	11,061			6,173				6,173
30	5,177	5,177	4,763	5,062	7,007	11,400			6,326				6,326
31	5,329	5,329	4,903	5,211	7,212	11,733			6,448				6,448
32	5,481	5,481	5,042	5,359	7,417	12,067			6,566				6,566
33	5,631	5,631	5,181	5,507	7,621	12,399			6,681				6,681
34	5,781	5,781	5,319	5,653	7,824	12,729			6,792				6,792
35	5,930	5,930	5,456	5,799	8,025	13,056			6,900				6,900
36	6,079	6,079	5,593	5,944	8,226	13,383			7,044				7,044
37	6,226	6,226	5,728	6,088	8,426	13,708			7,186				7,186
38	6,373	6,373	5,864	6,232	8,625	14,032			7,328				7,328
39	6,520	6,520	5,998	6,375	8,823	14,354			7,465				7,465
40	6,665	6,665	6,132	6,517	9,019	14,673			7,599				7,599
41	6,810	6,810	6,265	6,659	9,215	14,992			7,730				7,730
42	6,954	6,954	6,397	6,799	9,410	15,309			7,858				7,858
43	7,097	7,097	6,529	6,939	9,604	15,625			7,983				7,983
44	7,240	7,240	6,660	7,078	9,798	15,941			8,107				8,107
45	7,381	7,381	6,791	7,218	9,989	16,251			8,229				8,229
46	7,523	7,523	6,921	7,356	10,180	16,562			8,348				8,348
47	7,663	7,663	7,050	7,493	10,370	16,871			8,465				8,465
48	7,803	7,803	7,179	7,630	10,560	17,180			8,579				8,579
49	7,942	7,942	7,306	7,765	10,748	17,486			8,691				8,691
50	8,080	8,080	7,434	7,901	10,935	17,790			8,800				8,800

Number of Physicians	Raw		Cov Adj		Raw		Cov Adj		Raw		Cov Adj		Select Coverage
51	n/a	n/a	7,560	8,035	11,121	18,093			8,925				8,925
52	n/a	n/a	7,686	8,169	11,306	18,394			9,047				9,047
53	n/a	n/a	7,812	8,303	11,491	18,695			9,168				9,168
54	n/a	n/a	7,936	8,435	11,674	18,993			9,286				9,286
55	n/a	n/a	8,061	8,567	11,857	19,290			9,401				9,401
56	n/a	n/a	8,184	8,698	12,038	19,585			9,515				9,515
57	n/a	n/a	8,307	8,829	12,219	19,879			9,631				9,631
58	n/a	n/a	8,429	8,959	12,399	20,172			9,747				9,747
59	n/a	n/a	8,551	9,088	12,578	20,463			9,861				9,861
60	n/a	n/a	8,672	9,217	12,756	20,753			9,973				9,973
61	n/a	n/a	8,792	9,344	12,933	21,041			10,083				10,083
62	n/a	n/a	8,912	9,472	13,109	21,327			10,191				10,191
63	n/a	n/a	9,031	9,598	13,284	21,612			10,298				10,298
64	n/a	n/a	9,150	9,725	13,459	21,897			10,403				10,403
65	n/a	n/a	9,268	9,850	13,633	22,180			10,506				10,506
66	n/a	n/a	9,386	9,976	13,805	22,460			10,608				10,608
67	n/a	n/a	9,502	10,099	13,977	22,739			10,708				10,708
68	n/a	n/a	9,619	10,223	14,148	23,018			10,806				10,806
69	n/a	n/a	9,734	10,346	14,319	23,296			10,904				10,904
70	n/a	n/a	9,850	10,469	14,488	23,571			11,000				11,000
71	n/a	n/a	9,964	10,590	14,657	23,846			11,115				11,115
72	n/a	n/a	10,078	10,711	14,824	24,117			11,228				11,228
73	n/a	n/a	10,192	10,832	14,991	24,389			11,340				11,340
74	n/a	n/a	10,304	10,951	15,158	24,661			11,450				11,450
75	n/a	n/a	10,417	11,071	15,323	24,929			11,559				11,559
76	n/a	n/a	10,528	11,189	15,486	25,194			11,666				11,666
77	n/a	n/a	10,640	11,309	15,650	25,461			11,772				11,772
78	n/a	n/a	10,750	11,425	15,813	25,726			11,877				11,877
79	n/a	n/a	10,860	11,542	15,975	25,990			11,980				11,980
80	n/a	n/a	10,970	11,659	16,136	26,252			12,082				12,082
81	n/a	n/a	11,079	11,775	16,296	26,512			12,182				12,182
82	n/a	n/a	11,187	11,890	16,456	26,773			12,282				12,282
83	n/a	n/a	11,295	12,005	16,615	27,031			12,380				12,380
84	n/a	n/a	11,402	12,118	16,772	27,287			12,480				12,480
85	n/a	n/a	11,509	12,232	16,929	27,542			12,582				12,582
86	n/a	n/a	11,615	12,345	17,086	27,798			12,683				12,683
87	n/a	n/a	11,721	12,457	17,242	28,051			12,783				12,783
88	n/a	n/a	11,826	12,569	17,396	28,302			12,881				12,881
89	n/a	n/a	11,931	12,681	17,550	28,552			12,979				12,979
90	n/a	n/a	12,035	12,791	17,703	28,801			13,075				13,075
91	n/a	n/a	12,139	12,902	17,855	29,049			13,170				13,170
92	n/a	n/a	12,242	13,011	18,007	29,296			13,264				13,264
93	n/a	n/a	12,344	13,120	18,158	29,542			13,358				13,358
94	n/a	n/a	12,446	13,228	18,308	29,786			13,450				13,450
95	n/a	n/a	12,548	13,336	18,457	30,028			13,541				13,541
96	n/a	n/a	12,649	13,444	18,606	30,270			13,631				13,631
97	n/a	n/a	12,750	13,551	18,755	30,513			13,721				13,721
98	n/a	n/a	12,850	13,657	18,901	30,750			13,813				13,813
99	n/a	n/a	12,949	13,763	19,048	30,990			13,907				13,907
100	n/a	n/a	13,048	13,868	19,193	31,225			14,000				14,000

TDC Specialty Insurance Company
CyberGuard® PLUS Program Rate Manual
Cyber Liability Coverage for Healthcare Professionals

CA EXHIBIT 16 – NEW PROGRAM

Explanatory Memorandum

With this filing, TDC Specialty Insurance Company (TDCSI) is creating a new program to offer Physicians, Surgeons and Ancillary Healthcare Providers Professional Liability (PSAHPPL) insureds of The Doctors Company, an Interinsurance Exchange, an expanded portfolio of Cyber Liability insurance coverages under the Cyber Liability Coverage for Healthcare Professionals plan (CLCHP).

This new program was developed to offer an independent, cyber-specific policy form, focused on the HC Provider segment. This new Cyber-specific policy can be purchased in the place of the more basic coverage offered under an endorsement to the PSAHPPL policy. The new CLCHP policy includes new cyber-specific claims features (24/7 access to expert breach counsel), the ability to purchase additional coverage options (e.g. Contingent BI and Cyber Crime), and limits up to \$5M. It is only available to concurrent PSAHPPL insureds who decline the endorsement buy-up option in the PSAHPPL plan.

The Rating Plan for the CLCHP policy is included in this filing submission. The proposed rates have been developed by blending existing Cyber rating from a number of different plans:

1. FL OIR #18-01141 – The Medical Protective Company – Cyber Liability & Data Breach and Billing Practices and Regulatory Liability (MedPro)
2. SERFF #COIN-131445684 – COPIC Insurance Company – Cyber Liability (COPIC)
3. SERFF #PERR-130788071 – MMIC Insurance Inc. – Provider Medical Professional Liability (MMIC)
4. CDI #18-1343 – Beazley Insurance Company – Beazley Breach Response (BZLY)
5. CDI #18-2148 – ACE American Insurance Company – Chubb DigiTech® Enterprise Risk Management (CHB)

The plans were blended to incorporate the broader suite of Cyber insurance agreements and coverage modifications in the BZLY and CHB plans with the HC Provider focused aspects of the COPIC, MMIC, and MedPro rating plans.

Since this is a new program and there are no current policyholders for TDCSI, there is no overall rate impact associated with this filing. The rates in the underlying plan were developed so as not to be inadequate, excessive, or unfairly discriminatory.

TDCSI plans to closely monitor this coverage as its experience matures and will implement changes to the program as necessary.

The following sections outline the basis of the core elements of the Rate Manual:

1. Base Rates

Base rates for the program were selected based on a comparison of per-physician rates contained within the MedPro, COPIC, and MMIC plans. Adjustments were made based on coverage differentials underlying the base rates to compare premiums on an apples-to-apples basis, as close as possible. Support Exhibit 19 contains an extract of the comparison.

TDC Specialty Insurance Company
CyberGuard® PLUS Program Rate Manual
Cyber Liability Coverage for Healthcare Professionals

2. ILFs

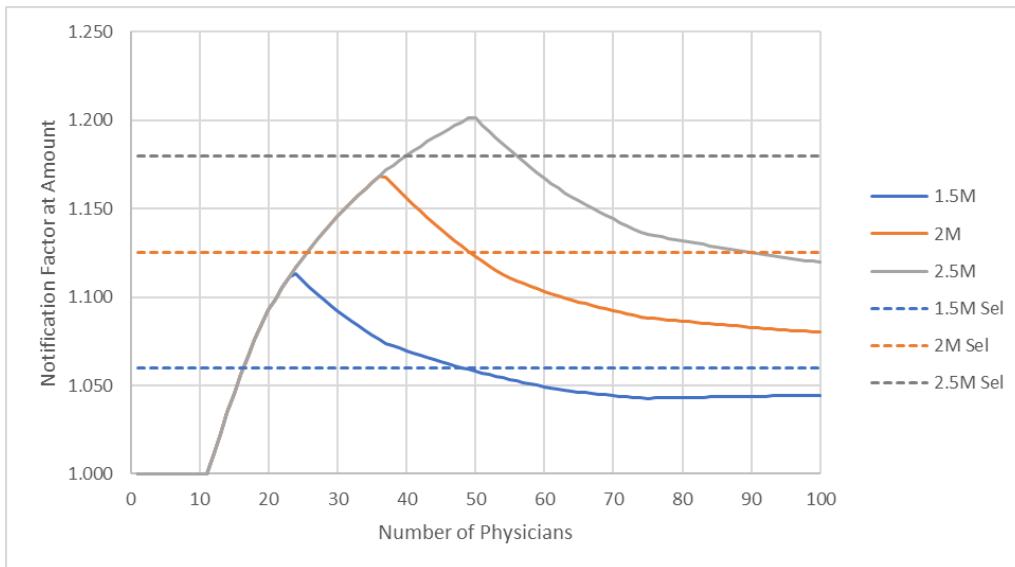
The ILFs are sourced from Hazard Group 0,1,2 of the CHB rate plan (p6 of the CHB manual)

3. BI Deductibles

BI Deductibles are sourced from p10 of the CHB manual.

4. Notification ILFs

The BZLY plan uses a ratio of quoted/guideline coverage factors for Notification ILFs. Using an assumed amount of revenue per doc fitted based on a sample of countrywide submission data the BZLY factors were estimated at each number of physicians. A single factor by limit amount was selected.



5. Minimum Premiums

The minimum premiums are broadly comparable to the minimum in the MedPro plan for increased limits, but also incorporate judgment reflecting TDCSI's structure and appetite.

Instructions for Completing the Prior Approval Rate Application

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

1) Enter general filing characteristics associated with this application as well as company-specific information on the "1.General" page. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes. If this filing contains group data, select the appropriate indicator on the "1.General" page. The "2.Group" page will automatically unhide to allow for the identification of each company to which this filing applies.

2) Enter the type of filing to which this application applies. Complete all exhibits and Prior Approval Rate Application pages required for the designated type of filing on the "3.Filing Type and Checklist" page, *in addition to the Prior Approval Rate Template and Standard Exhibits Template, where applicable*. Refer to the Prior Approval Filing Instructions for more information.

3) On the "6.Program Detail" page, provide premium, loss and DCCE information for the entire line of business as shown in your company's Annual Statement as well as for each separate program that comprises your company's line of business. Programs with less than \$25M in premium each can be combined into one entry. The total of all programs must reconcile to the total Annual Statement line of business for each year provided. Click the "Add 5 Programs" button if additional programs are required. If filing to be submitted is a group filing, populate the page with group data.

4) If this filing includes a variance request, select the appropriate indicator on the "1.General" page. The "11.Variance Request" page will automatically unhide to allow for the identification and impact of each variance being requested. Final decisions regarding variances will be made by the CDI and/or administrative hearing.

PRIOR APPROVAL RATE APPLICATION FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by:

Date:

Your File #:
(15 Character Maximum)

Filing Characteristics

Does this filing include a variance request?
(Page 11 hidden)

If yes,

Is this a variance request submitted after the prior approval application to which it applies?

Provide the applicable CDI File #:

Is this a group filing? If yes, complete Page 2.
(Page 2 hidden)

Is this a specialty filing?

Line Type:

General Line :

Subline:

Program:

Provide the most recent applicable CDI file # in this line, subline and/or program:

DEPARTMENT USE ONLY	
CDI File #:	<input type="text"/>
SERFF #:	<input type="text"/>
Filed Date:	<input type="text"/>
Compliance Date:	<input type="text"/>
Public Notice Date:	<input type="text"/>
Deemer Date:	<input type="text"/>
Intake Analyst:	<input type="text"/>
Bureau/Senior:	<input type="text"/>
Group Filing?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
X-Reference #:	<input type="text"/>
Filing Type:	<input type="checkbox"/> Rate <input type="checkbox"/> Rule <input type="checkbox"/> Form <input type="checkbox"/> Variance <input checked="" type="checkbox"/> New Program
% Change:	<input type="text" value="0.0%"/>

Company Information

Company Name:

Group Name:

NAIC Company Code:

NAIC Group Code:

Organized under the laws of the State of:

Home Office:

Contact Name/Title:

Toll Free Phone #: Fax #:

Email Address:

Mailing Address:

I declare under penalty of perjury under the laws of the State of California, that the information filed is true, complete, and correct, and that price optimization methods or models have not been used in the development of the final rates for any segment of the filed rating plan.

Authorized Signature

Date of Filing

Telephone #

Refer to CDI website below for the most current rate template and prior approval factors:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

FILING TYPE

Complete the following questions in order to generate the filing checklist:

1. Is this a New Program filing?

Y

5. Does this filing include a request(s) for Variance?

N

Question 3: Rule change(s) include new rule(s) and changes to existing rule(s).

Question 4: Form change(s) include new, withdrawn or replacement form(s).

FILING CHECKLIST

Use this checklist to assemble a complete application:

PDF	Excel	Prior Approval Rate Application
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	General Information, Page 1
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Insurer Group Information, Page 2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Filing Type and Checklist, Page 3
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed Impact, Page 4
<input type="checkbox"/>	<input type="checkbox"/>	Reconciliation of Direct Earned Premium to Statutory Data, Page 5
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous Fees and Other Charges, Page 8
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rules and Underwriting Guidelines, Page 10
		Supporting Exhibits
<input type="checkbox"/>	<input type="checkbox"/>	Exhibit 12 - Reinsurance Premium and Recoverables
<input checked="" type="checkbox"/>		Exhibit 16 - New Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit 19 - Supplemental Information
<input checked="" type="checkbox"/>		Filing Memorandum
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Prior Approval Rate Template
<input checked="" type="checkbox"/>		Complete Printed Rate and Rule Manual Pages
<input checked="" type="checkbox"/>		Underwriting Guidelines
<input checked="" type="checkbox"/>		Forms^{1,2}
<input type="checkbox"/>		Copies of Reinsurance Agreements¹

¹ See Prior Approval Rate Filing Instructions.

Application Page 5 is only required for new programs that are based partly on a current or inactive program.

All Private Passenger Automobile class plans must be filed separately from the Prior Approval Rate Applications.

IMPACT OF PROPOSED CHANGES

Proposed Overall Rate Change:	0.0%
Proposed Earned Premium Per Exposure:	\$2,341.00
Proposed Effective Date:	09/01/20

	Coverage/Form/Program ¹	Indicated % Change	Proposed % Change ²	Adjusted Earned Premium ^{3,4}	Projected Earned Premium ⁴
(1)	CyberGuard Plus	n/a	0.0%	\$601,594	\$601,594
(2)					\$0
(3)					\$0
(4)					\$0
(5)					\$0
(6)					\$0
(7)					\$0
(8)					\$0
(9)					\$0
(10)					\$0
Total		0.0%	0.0%	\$601,594	\$601,594

¹ Every Coverage/Form/ Program listed on Prior Approval Template Page 1 should be listed on this page, and reflect the same order in terms of Coverage/Form/Program. The figures on this page should reconcile to the Prior Approval Rate Template.

² Commercial Auto Liability and Physical Damage must be combined in one application, with separate Rate Calculation pages in the Prior Approval Rate Template for liability and physical damage coverages.

³ If this filing contains group data, fill in the proposed impact for each individual company on Prior Approval Rate Application Page 2. The total rate impact shown on this page will not necessarily be equal to any of the individual company premium impacts shown on Prior Approval Rate Application Page 2.

⁴ Adjusted earned premium is the historical earned premium for the most recent year adjusted to the current rate level and trended to the average earned date of the proposed rating period.

⁵ Total earned premium must include all income derived from miscellaneous fees and other charges.

RECONCILIATION OF DIRECT EARNED PREMIUM DATA

Annual Statement Statutory Page 14 Calendar Year Data

	Coverage/Form/Program ¹	Latest CDI Filing # ²	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
			2017	2018	2019
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					
Total			0	0	0
Statutory Page 14					
Difference			0	0	0

Explain any differences:

¹ This page requires insurers to itemize each coverage/form/program until **all** data is reconciled to the corresponding annual statement line of insurance. Every Coverage/Form/ Program listed on Prior Approval Template Page 1 should be listed on this page along with and any other coverages/forms/programs that roll up to the annual statement line of insurance, once aggregated.

² For residual market data, a filing number is not required.

ANNUAL STATEMENT LINE - Other Liability

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(1) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(2) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(3) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(4) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

#VALUE!

Note: Programs with less than \$25M in premium each can be combined into one entry.

Note: Ratios are weighted averages. Dollars are arithmetic averages.

Total - All Programs

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
(5) YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(6) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(7) #VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(8) 3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

Difference	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
------------	---	---	---	---------	---	---------	---	---------

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

(specify program)

Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

ADDITIONAL CALENDAR YEAR DATA REQUIRED BY STATUTE

Refer to CIC §1857.7, CIC §1857.9 and CIC §1864 for more information.

Line	Type of Data	Most Recent Calendar Year
(0)	Calendar Year	YYYY
(1)	Number of claims outstanding at beginning of year	
(2)	Number of claims during the year	
(3)	Number of claims closed during the year	
(4)	Number of claims outstanding at year's end [(1) + (2) - (3)]	0
(5)	Unearned Premiums	
(6)	Dollar amount of claims paid	
(7)	Net loss reserves for outstanding claims excluding claims incurred but not reported (case reserves)	
(8)	Net loss reserves for claims incurred but not reported (IBNR)	
(9)	Losses incurred as a percentage of premiums earned, including IBNR	
(10)	Net investment gain or loss and other income or gain or loss allocated to the line	
(11)	Net income before federal and foreign income taxes [(10) + (15)]	\$0
(12)	Total number of policies in force on the last day of the reporting period	
(13)	Total number of policies canceled	
(14)	Total number of policies non-renewed	
(15)	Net underwriting gain or loss (= CY earned premiums less CY incurred loss less CY incurred expense)	
(16)	Separate allocations of expenses for:	
(17)	(a) commissions and brokerage expense	
(18)	(b) other acquisition costs	
(19)	(c) general office expenses	
(20)	(d) taxes, licenses and fees	
(21)	(e) loss adjustment expense (DCCE & AOE)	
(22)	(f) other expenses	

MISCELLANEOUS FEES AND OTHER CHARGES

Check all fees that apply and identify the amount charged for each transaction.

If no fees apply to this program, check here:

Miscellaneous Fees

	New Business	Renewal Business
Policy Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Installment Fee (Fixed \$)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Endorsement Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Inspection Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Cancellation Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Reinstatement Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Late Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
SR-22	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Other Fees (specify below)		
<i>Fee 1</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 2</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 3</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 4</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

Ancillary Income

	New Business	Renewal Business
Installment Finance Charge (APR %)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Non-Sufficient Funds (NSF) Fee	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Membership Dues	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Premium Finance Revenues	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Other Fees (specify below)		
<i>Fee 1</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 2</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 3</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
<i>Fee 4</i>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

Use Exhibit 6 if additional space is needed to explain fees not listed above.

FORMS

		Applicable Form		Category	Coverage Change Reflects		Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title		Restriction? ²	Broadening?	Rate Impact?	% Impact	
(1)	Proposed	CPF-030001-07-19	CyberGuard PLUS Program for Healthcare Professionals Policy	1	N	N	N		N/A
	Current	none							
(2)	Proposed	CPD-030001-07-19	CyberGuard PLUS Program for Healthcare Professionals Declarations	1	N	N	N		N/A
	Current	none							
(3)	Proposed	CPE-0300CA-07-19	California State Amendatory Endorsement	1	N	N	N		N/A
	Current	none							
(4)	Proposed	CPE-010002-12-17	Schedule A - Designated Service Providers	1	N	N	N		N/A
	Current	none							
(5)	Proposed	CPE-010003-12-17	Amend Item 1 of the Declaration Endorsement	2	N	N	N		N/A
	Current	none							
(6)	Proposed	CPE-010004-12-17	Delete Endorsement	2	N	N	N		N/A
	Current	none							
(7)	Proposed	CPE-010005-04-18	Additional Insured Where Required By Contract Endorsement	2	N	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(8)	Proposed	CPE-010006-12-17	Specific Entity Exclusion	2	Y	N	N		To the extent that excluding exposure lowers # of docs they are deleted from the exposure and incorporated in rating
	Current	none							
(9)	Proposed	CPE-030006-06-20	CyberGuard Anti-Stacking Endorsement	1	N	N	N		N/A
	Current	none							
(10)	Proposed	CPE-030004-05-20	Amend Item 3 of the Declarations Endorsement	2	Y	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(11)	Proposed	CPE-030005-05-20	Amend Item 5 of the Declarations Endorsement	2	Y	Y	Y	see note	Retention changes contemplated in rate plan
	Current	none							
(12)	Proposed	CPE-010011-12-17	Amend Definition of Period of Restoration Endorsement	2	Y	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(13)	Proposed	CPE-010012-12-17	Specific Claim or Event Exclusion	2	Y	N	N		Clarifying intended coverage
	Current	none							
(14)	Proposed	CPE-010013-12-17	Cancellation By First Named Insured Endorsement	2	Y	N	N		calculated pro rata in accordance with rate plan
	Current	none							
(15)	Proposed	CPE-010014-12-17	Cancellation By Us Endorsement	2	Y	N	N		calculated pro rata in accordance with rate plan
	Current	none							
(16)	Proposed	CPE-010015-12-17	Cap on Losses From Certified Acts of Terrorism Endorsement	2	Y	N	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(17)	Proposed	CPE-010016-12-17	Certified Acts of Terrorism Exclusion	2	Y	N	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(18)	Proposed	CPE-010017-01-19	Contingent Business Interruption/System Failure Business Interruption Limits of Liability and Outsourced Providers Endorsement	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(19)	Proposed	CPE-010018-03-18	Amend Definition of Insured Person Endorsement	2	N	N	N		N/A
	Current	none							
(20)	Proposed	CPE-010019-05-18	Notified Individuals Endorsement	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							

FORMS

		Applicable Form		Category	Coverage Change Reflects		Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title		Restriction? ²	Broadening?	Rate Impact?	% Impact	
(21)	Proposed	CPE-010020-05-18	Amend Period of Restoration Endorsement	2	Y	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(22)	Proposed	CPE-010021-05-18	Amend General Condition (D)(1)(a) Endorsement	2	N	N	N		N/A
	Current	none							
(23)	Proposed	CPE-010022-08-18	Amend Definition of Privacy Event to Include Unintentional Wrongful Collection Endorsement	2	N	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(24)	Proposed	CPE-010024-09-18	Clarification Regarding General Data Protection Regulation Endorsement	2	N	N	N		N/A
	Current	none							
(25)	Proposed	CPE-010025-06-20	Consequential Property Damage to Computer System Endorsement ("Bricking")	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(26)	Proposed	CPE-010026-01-19	Contingent Business Interruption/System Failure Business Interruption/Voluntary Shutdown Business Interruption Limits of Liability and Outsourced Providers Endorsement	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(27)	Proposed	CPE-010028-06-19	Reputational Income Loss Coverage Endorsement	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(28)	Proposed	CPE-010029-04-19	Amend Definition of Named Insured to Include Specific Entity(ies) Endorsement	2	Y	Y	N		To the extent that additional exposure brings additional docs they are added to the exposure and incorporated in rating
	Current	none							
(29)	Proposed	CPE-010030-04-19	Amend First Named Insured Endorsement	2	N	N	N		N/A
	Current	none							
(30)	Proposed	CPE-010031-05-19	Amend Business Interruption Endorsement (Excludes Coverage for Contingent Business Interruption and System Failure Business Interruption)	2	Y	N	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(31)	Proposed	CPE-010034-06-19	Amend Retention for Breach Counsel Expenses Endorsement	2	N	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(32)	Proposed	CPE-010037-10-19	Additional Insured Where Required by Contract Endorsement (Liability Coverages)	2	N	Y	N		Impact to amount of coverage offered is negligible
	Current	none							
(33)	Proposed	CPE-010038-11-19	Midterm Additional or Return Premium Endorsement		N	N	N		N/A
	Current	none							
(34)	Proposed	CPE-010039-11-19	Amend Conduct Exclusion	2	N	N	N		N/A
	Current	none							
(35)	Proposed	CPE-010043-02-20	Amend Item 12 Policy Form and Endorsements Attached at Issuance (To Correct Error at Issuance)	2	N	N	N		N/A
	Current	none							
(36)	Proposed	CPE-010044-02-20	Amend Item 2 Policy Period of the Declarations Endorsement	2	N	N	N		N/A
	Current	none							
(37)	Proposed	CPE-010045-03-20	Amend Item 7 Pending or Prior Date Endorsement (To Correct Error at Issuance)	2	N	N	N		N/A
	Current	none							
(38)	Proposed	CPE-010046-03-20	Specific State Exclusion		Y	N	N		To satisfy underwriting criteria
	Current	none							
(39)	Proposed	CPE-030001-07-19	Election of Extended Reporting Period Endorsement	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(40)	Proposed	CPE-030002-05-20	Mailing Address Endorsement	2	N	N	N		N/A
	Current	none							

FORMS

		Applicable Form		Category	Coverage Change Reflects		Coverage Change Includes		Factor or Charge (\$, % or Description)
		#	Title		Restriction? ²	Broadening?	Rate Impact?	% Impact	
(41)	Proposed	CPE-030003-05-20	Midterm Increased Limits of Liability Endorsement (Data Security and Privacy and Policy Aggregate Only)	2	N	Y	Y	see note	Coverage rating contemplated in rate plan
	Current	none							
(42)	Proposed	GDN-00005-10-17	Policyholder Disclosure Notice of Terrorism Insurance Coverage	1	N	N	N		N/A
	Current								
(43)	Proposed	CPA-030001-05-20	CyberGuard PLUS Program Application	1	N	N	N		
	Current	none							
(44)	Proposed	CPA-030002-05-20	CyberGuard PLUS Program Renewal Application	1	N	N	N		
	Current	none							
(45)	Proposed				N	N	N		
	Current								

¹ If Source selected is ISO or Other Advisory Organization, provide the CDI File # of the applicable filing from which the form is being adopted. If Source selected is Company and Category is Replacement, provide the CDI File # under which the current form is approved.

² Forms that restrict, exclude or delete coverage require consideration of a rate offset/credit. Provide the amount of prior losses incurred associated with the impacted coverage, if any.

Legend of Response Codes

Type Code	Category Code
(1) Application	(1) New, mandatory
(2) Endorsement	(2) New, optional
(3) Policy	(3) Replacement, mandatory
(4) Other (Describe in filing memorandum)	(4) Replacement, optional
	(5) Withdrawn, mandatory
	(6) Withdrawn, optional

RULES AND UNDERWRITING GUIDELINES

Insurers submitting a rule change filing must provide the information identified below.
Complete Exhibit 18 as necessary to fulfill this requirement.

Check all that apply:

- (1) Introducing a new rule(s)
- (2) Revising an existing rule(s)
- (3) Adopting an approved Advisory Organization (AO) rule(s)
- (4) Withdrawing an approved rule(s)
- (5) Introducing or revising an underwriting guideline(s)¹

If (1), (2) or (5) above is checked, provide the following:

- (a) The purpose for the rule or underwriting guideline or an explanation for revising an existing rule or underwriting guideline (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the rule or underwriting guideline
- (c) The proposed charge for the rule, and justification of the charge including the rate or premium development method (Exhibit 18)
- (d) The rate impact of the rule or underwriting guideline on the current book of business, with corresponding calculation of that impact (Exhibit 18)
- (e) Advise if the rule is:
 - (i) Optional
 - (ii) Mandatory

If (3) above is checked, specify the approved CDI File #(s) of the AO rule:

If (4) above is checked, provide the following:

- (a) An explanation for the withdrawal of the rule (Exhibit 18)
- (b) A copy of the current and proposed manual page corresponding to the withdrawn rule
- (c) The rate impact of withdrawing the rule on the current book of business, with corresponding calculation of that impact (Exhibit 18)

For all rule and underwriting guideline changes, provide any additional comments necessary to adequately explain the rule change (Exhibit 18).

¹ Underwriting guidelines included in this filing are reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance.

Instructions for Completing the Prior Approval Rate Template For Property & Liability Lines

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/>

- 1) A rate change calculation page (i.e., '7.iRate Change Calculation) is required for each coverage (e.g., BI, PD, MP, UM, COLL, COMP, etc.), form (e.g., HO-3, HO-4, HO-6, etc.) or program (e.g., Auto Dealers, Garagekeepers, Truckers/Motor Carriers, etc.) for which a rate change is being requested. For each filing submitted, download a new Application and Rate Template - do not "recycle" a template from a previously approved filing.
- 2) Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

In addition to identifying the coverage, forms or programs included in this *Prior Approval Rate Template*, enter the insurer information common to all coverages in the "1.General" page, including Company Name; Line Type (Personal or Commercial); General Line; Marketing System Distribution (percentage of each system used, totaling 100%); Prior Effective Date (of current rates); Proposed Effective Date (of proposed new rates); Data Aggregation Method used (accident year, report year, policy year); Most Recent Year of Experience Data; and Request for Variance, if applicable. Also indicate if this application reflects a new program.
- 4) Enter data from the insurer's Combined Annual Statement into unshaded boxes in pages 3 and 4 to generate Yield, Federal Income Tax on Investment Income and Excluded Expense Ratio for the insurer group. Asset yield percentages are linked to an internal California Department of Insurance file. To ensure the latest yield/ROR information is used, go to Data menu in the Excel ribbon, click "Edit Links" and then click "Open Source."
- 5) For the i^{th} coverage, form or program, enter data into unshaded boxes of the '6.iRatemaking Data' page only. Enter numerical data only. For inapplicable fields, enter 0 for dollar (\$) or percentage (%) fields and 1.00 for factors. For coverages, forms or programs requiring more than three years of data, click the "Expand to show six years" button.
- 6) On each '6.iRatemaking Data' page, rows for data associated with variance requests related to the efficiency standard are hidden unless that request is indicated on the '1.General' page. Enter variance data, if supported by a Variance Request. Final decisions regarding variances will be made by the CDI and/or administrative hearing.
- 7) On each '6.iRatemaking Data' page, rows for reinsurance data associated with lines of business for which recognition of reinsurance is allowable (Earthquake and certain Medical Malpractice) are hidden unless those lines are selected on the '1.General' page. If applicable, enter all requested reinsurance information.
- 8) For results regarding the i^{th} coverage, form or program, refer to the '7.iRate Change Calculation' page. Hyperlinks are available at the bottom of the '6.iRatemaking Data' page and the corresponding '7.iRate Change Calculation' page for each coverage, form or program for convenient navigation between those pages.
- 9) If filing Advisory Organization Loss Costs with a Loss Cost Multiplier, refer to specific Instructions for Completing the *LCM Template*, to the right.
- 10) Refer to the complete Prior Approval Rate Filing Instructions for additional information.

Instructions for Completing the Loss Cost Multiplier Calculation Within the Prior Approval Rate Template

- 1) A separate *LCM Calculation* page is available for every coverage, form or program for which a *Prior Approval Rate Template* is submitted. The *LCM Calculation* pages are hidden unless the appropriate box on the "1.General" page is selected.
- 2) For the i^{th} coverage, form or program, enter data into unshaded boxes of the '8.i.LCM Calculation' page only. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

- 3) For new program filings, enter the following data: the CDI file number associated with the approved advisory organization filing supporting the loss costs to be adopted; the AOE or LAE load as filed by the advisory organization; and the basis of that AOE or LAE load.

- 4) For existing program filings, enter the following data: the CDI file number associated with the advisory organization filing supporting the company's currently used loss costs; the current company LCM; the CDI file number(s) associated with all changes to advisory organization loss costs since the filing underlying the company's currently used loss costs, separated by commas; and the *cumulative* percent change in loss costs identified by those CDI file number(s), both as originally filed and as adjusted for the company's distribution.

- 5) Refer to the complete Prior Approval Rate Filing Instructions for additional information.

PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by: Jan Van Roekel Date: 6/22/2020

CDI File # (Department Use Only):

Company Name: TDC Specialty Insurance Company

Marketing System Distribution:

	%Captive	%Direct	%Independent
	25.0%		75.0%

Line Type: Commercial ▼

General Line : Other Liability ▼

Proposed Effective Date (new rates): 9/1/2020

New Program: LCM Calculation(s) Included: (LCM Calculation(s) is(are) hidden unless this box is checked.)

Data Aggregation: Accident Year Data ▼

Most Recent Year of Experience Data Ending: 20191

(Enter in YYYYQ format.)

Enter name of each coverage/form/program for which a rate change is being requested in the cells below. Otherwise, leave blank.

Detailed Line Description(s)	Coverage/Form/Program	Proposed % Impact	Prior Effective Date (current rates)
Other Liability (Claims-Made) ▼	CyberGuard PLUS	0.0%	n/a

Variance Request:
Does the Ratemaking Data include a Request(s) for Variance? N ▼ Variance #:
If yes, is Variance #3 requested for any coverage? N ▼

**PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES
SUMMARY**

Coverage/Form/Program	Projected Annual Premium (\$)	Minimum Permitted Earned Premium (\$)	Maximum Permitted Earned Premium (\$)	Change at Minimum %	Change at Maximum %	Proposed %
CyberGuard PLUS	601,594	417,218	631,919	-30.6%	5.0%	0.0%
Combined	601,594	417,218	631,919	-30.6%	5.0%	0.0%

Combined Total Earned Exposures for Latest Year:

Coverage/Form/Program	Average Earned Premium \$ per Exposure				Projected Earned Exposures
	Projected	Minimum Permitted	Maximum Permitted	Proposed	
CyberGuard PLUS	2,340.83	1,623.41	2,458.83	2,340.83	257
Combined	2,340.83	1,623.41	2,458.83	2,340.83	257

Coverage/Form/Program	Projected Annual Premium (\$)	Projected Annual Ultimate Loss & DCCE (\$)	Projected Annual Ultimate Loss & DCCE Ratio
CyberGuard PLUS	601,594	391,036	65.0%
Combined	601,594	391,036	65.0%

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

Line	Description	Short-Term Assets		Intermediate-Term Assets		Long-Term Assets		No Maturity Date
		1 Year or Less	Over 1 Year thru 5 Years	Over 5 Years thru 10 Years	Over 10 Years thru 20 Years	Over 20 Years		
1.7	U.S. Governments	232,552,770	386,327,989	74,045,471	22,863,952	14,242,602		
2.7	All Other Governments	1,495,709	0	0	0	1,239,409		
3.7	States, Territories and Possessions	2,353,264	17,737,200	8,222,049	881,768	265,364		
4.7	Political Subdivisions	1,090,135	8,204,573	18,557,922	970,012	3,236,753		
5.7	Special Revenue and Assessment Obligations	130,430,555	498,085,681	324,170,334	148,567,609	44,622,668		
6.7	Industrial and Miscellaneous	133,125,901	491,574,744	478,943,206	67,203,327	119,594,459		
7.7	Hybrid Securities	5,234,477	5,013,799	0	0	5,242,220		
8.7	Parent, Subsidiaries and Affiliates	0	0	0	0	0		
9.7	SVO Identified Funds							

Source:

Schedule D, Part 1A, Section 1 of the insurer **group's** most recent consolidated (combined) statutory Annual Statement.

		Short-Term Assets		Intermediate-Term Assets		Long-Term Assets	
		1 Year or Less	Over 1 Year thru 10 Years	Over 10 Years			
(1)	Government Bonds (Sum of Lines 1.7 & 2.7)	234,048,479	460,373,460	38,345,963			
(2)	Other Taxable Bonds (Sum of Lines 6.7, 7.7, 8.7 and one-half of Line 5.7) ¹	203,575,656	1,386,659,757	288,635,145			
(3)	Tax-Exempt Bonds (Sum of Lines 3.7, 4.7 and one-half of Line 5.7)	68,658,677	463,849,752	101,949,036			

(Note: CCR §2644.20 refers to bond asset classes of "Credit Tenant Loans" and "Public Utilities" that are no longer recorded in the NAIC Annual Statement Schedule D, Part 1A, Section 1. Assets included in "Other Taxable Bonds" conform to the current NAIC Annual Statement Blank.)

¹ SVO Identified Funds are treated as Other Taxable Long-Term Bonds.

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME
(continued)

		Invested Assets ¹	Currently Available Yield ²	Return on Invested Assets	Federal Income Tax Rate	Federal Income Taxes
		[1]	[2]	[3] = [1] * [2]	[4]	[5] = [3] * [4]
(1)	U.S. Government Bonds					
	(i) Short-Term	234,048,479	0.1%	335,469	21.00%	70,449
	(ii) Intermediate-Term	460,373,460	0.7%	3,161,231	21.00%	663,859
	(iii) Long-Term	38,345,963	1.2%	440,979	21.00%	92,606
(2)	Other Taxable Bonds					
	(i) Short-Term	203,575,656	0.2%	376,615	21.00%	79,089
	(ii) Intermediate-Term	1,386,659,757	1.7%	23,796,822	21.00%	4,997,333
	(iii) Long-Term	288,635,145	2.6%	7,516,667	21.00%	1,578,500
(3)	Tax-Exempt Bonds					
	(i) Short-Term	68,658,677	0.1%	100,345	5.25%	5,268
	(ii) Intermediate-Term	463,849,752	1.3%	6,226,867	5.25%	326,911
	(iii) Long-Term	101,949,036	2.2%	2,203,835	5.25%	115,701
(4)	Common Stock	886,051,700				
	(i) Dividends		2.1%	18,763,385	13.13%	2,462,694
	(ii) Capital Gains		6.4%	56,905,430	21.00%	11,950,140
(5)	Preferred Stock Dividends	135,624,503	4.6%	6,285,075	13.13%	824,916
(6)	Mortgage Loans	0	2.6%	0	21.00%	0
(7)	Real Estate	17,177,167	2.5%	436,300	21.00%	91,623
(8)	Cash	130,773,356	0.1%	187,442	21.00%	39,363
(9)	Other	458,265,167				
	(i) Dividends		2.1%	9,704,406	13.13%	1,273,703
	(ii) Capital Gains		6.4%	29,431,439	21.00%	6,180,602
(10)	Total Gross Invested Assets	4,873,987,815		165,872,309		30,752,757
(11)	Investment Expense ³			18,565,286	21.00%	3,898,710
(12)	Total Net Invested Assets	4,873,987,815		147,307,023		26,854,047
(13)	Federal Income Tax: Line (12); column [5]/column [3]				18.2%	
(14)	Projected Yield on Invested Assets: Line (12), column [3]/column [1]		3.0%			
		Most Recent Calendar Year				
(15)	Loss Reserves ⁴	1,967,126,003				
(16)	Loss Adjustment Expense Reserves ⁴	788,392,660				
(17)	Unearned Premium Reserves ⁴	521,884,313				
(18)	Surplus as Regards to Policyholders ⁴	2,205,990,310				
(19)	Total Reserves and Surplus	5,483,393,286				
(20)	Projected Yield adjusted to Reserve and Surplus Base: Line (14), column [2]*Line (12), column [1]/Line (19), column [1]		2.7%			

¹ Source for Column [1], Lines (4) through (9): Page 2 (Assets) of the insurer group's most recent consolidated (combined) statutory Annual Statement.

- Line (8) Cash: Page 2 (Assets) Line 5, cash only; cash equivalents and short-term investments are included in Schedule D.

- Line (9) Other: Page 2 (Assets) Sum of Lines 6, 8, 9 and 11.

² Currently available yields are defined in CCR §2644.20. Latest values are posted at:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0200-prior-approval-factors/>

Month/Year (Yield): **June 2020**

³ Source: Page 11, Line 25 of the insurer group's most recent consolidated statutory Annual Statement. Entered as a positive expense.

⁴ Source for Column [1], Lines (15) through (18):

Page 3 (Liabilities, Surplus and Other Funds) of the insurer group's most recent consolidated statutory Annual Statement, Lines 1, 3, 9 and 37, respectively.

EXCLUDED EXPENSE RATIO Countrywide Insurer Group Data

2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
2017	2018	2019
679,204,000	717,549,000	979,558,000
0	0	0
679,204,000	717,549,000	979,558,000

Countrywide direct earned premium for lines of business subject to Proposition 103 (\$):

Countrywide direct earned premium for lines of business **not** subject to Proposition 103 (\$):

Total countrywide direct earned premium (\$):

(Note: Total must reconcile to the countrywide direct earned premium in the Insurance Expense Exhibit, Part 3 for the **insurer group**.)

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

CCR §2644.10 (b): Executive Compensation

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Cash & Salary	Bonus	Cash & Salary	Bonus	Cash & Salary	Bonus
1st Highest Paid	923,668	10,418,100	950,001	2,350,000	970,000	1,915,750
2nd Highest Paid	604,398	1,027,478	604,398	1,415,912	605,000	1,083,658
3rd Highest Paid	604,398	1,027,478	604,398	1,403,825	605,000	1,083,658
4th Highest Paid	560,040	583,050	562,107	1,004,469	543,750	1,075,000
5th Highest Paid	500,004	250,000	518,750	538,301	605,000	885,150

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount
1st Highest Paid	438,539	10,903,229	448,427	2,851,574	508,831	2,376,919
2nd Highest Paid	272,009	1,359,867	277,273	1,743,037	309,090	1,379,568
3rd Highest Paid	221,330	1,410,546	226,022	1,782,201	254,559	1,434,099
4th Highest Paid	196,368	946,722	200,268	1,366,308	223,874	1,394,876
5th Highest Paid	176,506	573,498	179,853	877,198	200,054	1,290,096
Total Excessive		15,193,862		8,620,319		7,875,556

CCR §2644.10 (f): Institutional Advertising

	2nd Prior Calendar Year		1st Prior Calendar Year		Most Recent Calendar Year	
	2017		2018		2019	
	Institutional	Non-Institutional	Institutional	Non-Institutional	Institutional	Non-Institutional
Total Advertising ¹	0	2,221,000	0	2,177,000	0	2,283,000

¹ Note: For each calendar year, the sum of Institutional and Non-Institutional advertising expenses must reconcile to the total advertising expenses reported in the Insurance Expense Exhibit, Part 1, Line 4 for the **insurer group**.

EXCLUDED EXPENSE RATIO (continued) Countrywide Insurer Group Data

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
	2017	2018	2019
CCR §2644.10 (a): Political contribution and lobbying	562,651	803,073	932,461
CCR §2644.10 (b): Excessive Executive Compensation (Page 4.1)	15,193,862	8,620,319	7,875,556
CCR §2644.10 (c): Bad faith judgments and associated DCCE	0	0	0
CCR §2644.10 (d): All costs for unsuccessful defense of discrimination claims	0	0	0
CCR §2644.10 (e): Fines and penalties	26,580	39,975	49,601
CCR §2644.10 (f): Institutional advertising expenses (Page 4.1)	0	0	0
CCR §2644.10 (g): Excessive payments to affiliates	0	0	0
Total Excluded Expenses	15,783,093	9,463,367	8,857,618
Excluded Expense Ratio	2.3%	1.3%	0.9%
Three-Year Average Excluded Expense Ratio			1.5%

FINAL ADJUSTED CDI PARAMETERS

Efficiency Standard									
Detailed Line Description	Line Code	Coverage/Form	Marketing System Distribution			Weighted Average	Variance Adjustment	Excluded Expense Ratio	Final Adjusted Efficiency Standard
			25.0%	0.0%	75.0%				
Other Liability (Claims-Made)	17.2	CyberGuard PLUS	32.0%	39.6%	37.6%	36.2%	0.0%	1.5%	34.7%

Detailed Line Description	Line Code	Coverage/Form	Reserves Ratio		Leverage Factor <i>(Variance 3 not applied)</i>			Yields, Rate of Return & Premium Tax Values as of June 2020	
			Unearned Premium Reserves	Loss Reserves	Raw Factor	Variance Adjustment	Final Adjusted Leverage Factor	Yield	2.7%
Other Liability (Claims-Made)	17.2	CyberGuard PLUS	0.6434	2.8617	0.5416	1.0000	0.5416	FIT	18.2%
								Premium Tax Rate	2.4%
								Risk Free Rate of Return	0.5%

RATEMAKING DATA

Completed by: Jan Van Roekel
Date Completed: 6/22/2020
Detailed Line Description: Other Liability (Claims-Made)
Coverage: CyberGuard PLUS

Variance #(s):

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected ¹	New Program ²
(0)	Year		2017	2018	2019		
(1)	California Direct Written Premium						601,594
(2)	California Direct Earned Premium						601,594
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor ¹	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					0
(6)	Earned Exposure Units						257
(7)	Historic Losses						332,381
(8)	Historic Defense and Cost Containment Expense (DCCE)						58,655
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor ¹	Exh 8					
(12)	DCCE Trend Factor ¹	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Experience Credibility	Exh 10					
(15)	Ancillary Income	Exh 11					0

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2					1.5%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2					18.2%
(18)	Projected Yield	Pg 3.2					2.7%

¹ The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

² Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

VARIANCE - NONE

RATE CHANGE CALCULATION

Completed by: Jan Van Roekel
 Date Completed: 6/22/2020
 Prior Effective Date: n/a
 Proposed Effective Date: 9/1/2020
 Detailed Line Description: Other Liability (Claims-Made)
 Coverage: CyberGuard PLUS

Data Provided by Filer	2017	2018	2019	Projected
Prem_Written				601,594
Prem_Earned				601,594
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				0
Exposures_Earned				257
Losses				332,381
DCCE				58,655
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				0
Credibility				100.0%
ExpRatio_Excluded				1.5%
FIT_Inv				18.2%
Yield				2.7%

CDI Parameters	2017	2018	2019	
FIT_UW				21.0%
EffStd_Final		<i>Data as of:</i>	2018	34.7%
LevFact_Final		<i>Data as of:</i>	2018	0.54
PremTaxRate				2.4%
SurplusRatio				1.85
ResRatio_UPR		<i>Data as of:</i>	2018	0.64
ResRatio_Loss		<i>Data as of:</i>	2018	2.86
ROR_RiskFree		<i>Data as of:</i>	June 2020	0.5%
ROR_Min				-6.0%
ROR_Max				6.5%

Calculations	2017	2018	2019	
Prem_Adjusted				601,594
Losses_Adjusted				332,381
DCCE_Adjusted				58,655
LossDCCERatio_Adjusted				65.0%
TCRLP_perExp				2,340.83
LossDCCE_perExp				1,521.54
CompLossDCCE_perExp				1,448.53
CredLoss_perExp				1,521.54
Anc_Inc_perExp				0.00
InvInc_Fixed				8.0%
InvInc_Variable				6.9%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				15.3%
Min_Profit				-14.0%
UW_Profit				3.4%
Min_Denom				0.86
Max_Denom				0.57
Min_Premium				\$1,623.41
Max_Premium				\$2,458.83
CHANGE_AT_MIN				-30.6%
CHANGE_AT_MAX				5.0%

State: California
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations
Product Name: CyberGuard Plus Cyber Liability
Project Name/Number: CyberGuard PLUS Program/2020 New Program

Filing Company: TDC Specialty Insurance Company

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/30/2020		Supporting Document	New Prior Approval Rate Application	07/06/2020	PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.xlsm (Superseded) PriorAppRateTI_Ed02-21-2020 CGP.2020.06.30.pdf (Superseded)
06/30/2020		Supporting Document	New Prior Approval Rate Application	06/30/2020	PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm (Superseded) PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf (Superseded) PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm (Superseded) PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf (Superseded)
06/26/2020		Supporting Document	New Prior Approval Rate Application	06/30/2020	PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.xlsm (Superseded) PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.26.pdf (Superseded)
06/26/2020		Form	Consequential Property Damage to Computer System Endorsement ("Bricking")	06/26/2020	CPE-010025-06-20 Consequential Property Damage to Computer System Endorsement (Bricking).pdf (Superseded)
05/25/2020		Form	Consequential Property Damage to Computer System Endorsement ("Bricking")	06/26/2020	CPE-010025-01-19 Consequential Property Damage to Computer System Endorsement (Bricking).pdf (Superseded)
05/25/2020		Rate	California Rules and Rates Manual	07/31/2020	Rate Manual - 2020.06.19.pdf (Superseded)

SERFF Tracking #:

DCTR-132392072

State Tracking #:

20-2239

Company Tracking #:

2020-TDCSI-CA-CYBER-01

State:

California

Filing Company:

TDC Specialty Insurance Company

TOI/Sub-TOI:

17.2 Other Liability-Claims Made Only/17.2000 Other Liability Sub-TOI Combinations

Product Name:

CyberGuard Plus Cyber Liability

Project Name/Number:

CyberGuard PLUS Program/2020 New Program

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/25/2020		Supporting Document	New Prior Approval Rate Application	06/26/2020	PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.xlsm (Superceded) PriorAppRateAPL_Ed01-06-2020 CGP 2020.06.19.pdf (Superceded) PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.xlsm PriorAppRateTI_Ed02-21-2020 CGP.2020.05.08.pdf