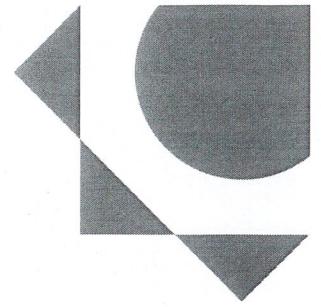


Phil Klein Insurance Group
STE 302
7125 ORCHARD LAKE RD
WEST BLOOMFIELD, MI 48322-3620

Deluxe Dental Associates #8-Roseville PLLC
Deluxe Dental Associates #8-Roseville PLLC
1090 W Huron St
Waterford, MI 48328-3733





Thank you for continuing to choose Westfield to protect your business.

Enclosed, you will find a summary of recent changes made to your policy as well as any other information you need to know about how these changes have impacted your policy.

If you have questions about this change or anything else related to your policy, simply contact Phil Klein Insurance Group at 248-682-7445 or visit their website at <http://www.philkleininsurance.com/>. You can also visit us at www.westfieldinsurance.com for information about us and your policy.

Thank you for your business. Together, let's continue to greet the future by imagining all the possibilities.





COMPANY PROVIDING COVERAGE: Westfield Premier

IMPORTANT NOTICE TO OUR POLICYHOLDERS

This insurance policy contains Michigan rates, rules, and forms that are exempt from the filing requirements of section 2236 of the Michigan insurance code of 1956, 1956 PA 218, MCL 500.2236.

If you have any questions regarding this notice, please contact your insurance agent.

Thank you for allowing us the opportunity to provide your insurance protection.





Westfield
 One Park Circle, P.O. Box 5001
 Westfield Center, OH 44251
 800-243-0210
 WestfieldInsurance.com

SureStepSM
Commercial Common Policy
Declarations
Amended

Company Providing Coverage: Westfield Premier Insurance Company

Named Insured and Mailing Address:

Agency: 214305

Deluxe Dental Associates #8-Roseville PLLC
 1090 W Huron St
 Waterford, MI 48328-3733

Phil Klein Insurance Group
 7125 ORCHARD LAKE RD STE 302
 WEST BLOOMFIELD, MI 48322-3620
 Telephone: 248-682-7445

Policy Number: 353851F

Billing Account No: 6000091944

Payment Plan: Annual
 (Paper Invoices)

Policy Period: From 09/28/2024 To 09/28/2025

At 12:01 A.M. standard time at your mailing
 address shown above

Business Of Named Insured: Service

Entity Of Named Insured: LLC

Coverage and Premium Summary

Commercial Property Coverage Part	\$5,593.00
Commercial General Liability Coverage Part	\$710.00
Commercial Cyber Coverage Part	\$198.00
Inland Marine Coverage Part	\$1.00
Inland Marine AAIS Coverage Part	Included
Crime And Fidelity Coverage Part	Included
SureStepSM Annual Premium	\$6,502.00

Total Advance Annual Policy Premium

\$6,502.00



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**Amended
 Common Policy Declarations**

Company Providing Coverage: Westfield Premier Insurance Company

Named Insured And Mailing Address:

Agency: 214305

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 Waterford, MI 48328-3733

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Policy Number: 353851F

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Payment Plan: Annual
 (Paper Invoices)

Policy Period: From 09/28/2024 To 09/28/2025

At 12:01 A.M. standard time at your mailing address
 shown above

Effective 07/16/2025, this Common Policy Declarations amends all prior Common Policy declarations and endorsements as shown below.

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

Commercial Property Coverage Part Endorsement	Return	\$37.00
Cyber Coverage Part Endorsement	Additional	\$40.00

Net Additional Premium **\$3.00**

** This Endorsement changes your policy. Please attach it to your original policy**





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SureStepSM
Commercial Property Declarations
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Billing Account No: 6000091944

Payment Plan: Annual
 (Paper Invoices)

Policy Period: From: 09/28/2024 To: 09/28/2025

At 12:01 A.M. standard time at your mailing address shown above.

Coverage Provided - Insurance applies at locations shown on the Schedule of Insured Locations and to which a limit of Insurance is shown in these Declarations or specified in an endorsement attached to this Coverage Part.

Coverage and Premium Schedule

Loc.	Bldg.	Coverage	Co Ins.	Ded.	Cause of Loss	Limit Of Insurance	Premium
1	1	16211 E 11 Mile Rd, Roseville, MI 48066-4334					
		Building	100%	\$5,000	Special - Incl Theft	\$1,596,000	\$2,231
		Replacement Cost					
		Agreed Value Expires		09/28/2025			
		4% Inflation Guard					
		Business Personal Property	100%	\$5,000	Special - Incl Theft	\$400,000	\$864
		Replacement Cost					
		Agreed Value Expires		09/28/2025			
		4% Inflation Guard					
		BI & Extra Expense - Business Income Including Rental Value			Special - Incl Theft	12 Months Actual Loss Sustained	\$885
Total Commercial Property Premium							\$3,980
Total Additional Coverages and Endorsements Premium							\$1,296
Total Terrorism Premium							\$317





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SureStepSM
Commercial Property Declarations
Amended

Company Providing Coverage: Westfield Premier Insurance Company		
Named Insured and Mailing Address:	Agency: 214305	
Deluxe Dental Associates #8-Roseville PLLC 1090 W Huron St Waterford, MI 48328-3733	Phil Klein Insurance Group 7125 ORCHARD LAKE RD, STE 302 WEST BLOOMFIELD, MI 48322-3620 Telephone: 248-682-7445	
Policy Number: 353851F	Billing Account No: 6000091944	Payment Plan: Annual (Paper Invoices)
Policy Period: From: 09/28/2024 To: 09/28/2025		At 12:01 A.M. standard time at your mailing address shown above.



CP1230 - Peak Season Limit Of Insurance	Included
CP1430 - Outdoor Trees, Shrubs And Plants	Included
CP1440 - Outdoor Signs	Included
CP1402 - Unscheduled Building Property Tenant's Policy	Included
CP1509 - Business Income From Dependent Properties - Limited Form	Included
CP1545 - Utility Services - Time Element	Included
CP0405 - Ordinance Or Law Coverage	Included
CP7204 - Commercial Business Owners Property Extension Endorsement*	\$2
CP7205 - Business Income - Actual Loss Sustained Endorsement	Included
CP7195 - Equipment Breakdown Coverage	\$318
CP7150 - Contract Penalty	Included
CP7146 - Emergency Evacuation Expense Coverage	Included
CP7181 - Commercial Property Expanded Coverage*	\$781

**COMMERCIAL PROPERTY COVERGE PART
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Equipment Breakdown is subject to the Limits of Insurance shown in the Commercial Property Policy Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	
Business Income	
Extra Expense	
<i>The Limits for the following Coverages are included in the Equipment Breakdown Coverage (Including Electronic Circuitry Impairment) endorsement for \$50,000 each unless otherwise specified on the schedule below.</i>	
Data Restoration	
Expediting Expenses	
Hazardous Substances	
Spoilage	
<i>The Service Interruption Limit will follow the Business Income, Extra Expense, Data Restoration or Spoilage Limit with a 24 hour waiting period unless otherwise specified on the schedule below</i>	
Service Interruption	

Other Conditions (A)

Other Conditions (B)

Schedule of Covered Locations With Deductibles

These coverages apply to all locations covered on the policy, unless otherwise specified

Loc No.	Combined All Coverage Deductible	Direct Coverages Deductible	Indirect Coverages Deductible	Spoilage Deductible
1	\$5,000			



Westfield Insurance
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**Commercial Cyber Suite
 Supplemental Declarations
 Amended**

Company Providing Coverage: Westfield Premier Insurance Company

Named Insured and Mailing Address:		Agency: 214305
Deluxe Dental Associates #8-Roseville PLLC 1090 W Huron St Waterford, MI 48328-3733		Phil Klein Insurance Group 7125 ORCHARD LAKE RD STE 302 WEST BLOOMFIELD, MI 48322-3620 Telephone: 248-682-7445
Policy Number: 353851F	Billing Account Number: 6000091944	Payment Plan: Annual (Paper Invoices)
Policy Period: From: 09/28/2024 To: 09/28/2025		At 12:01 A.M. standard time at your mailing address shown above

DATA COMPROMISE LIABILITY

Data Compromise
 Defense and Liability Limit

No Coverage
 Annual Aggregate

Sublimits

3rd Party Named Malware

No Coverage
 Per Occurrence

Data Compromise
 Defense and Liability Deductible

Not Applicable
 Per Occurrence

NETWORK SECURITY LIABILITY

Network Security Defense and Liability Limit

No Coverage
 Annual Aggregate

Network Security
 Defense and Liability Deductible

Not Applicable
 Per Occurrence

ELECTRONIC MEDIA LIABILITY

Electronic Media Defense and Liability Limit

No Coverage
 Annual Aggregate

Electronic Media
 Defense and Liability Deductible

Not Applicable
 Per Occurrence

Total Advance Annual Cyber Suite Premium \$ 198

Forms and Endorsements Applicable To This Coverage Part:
 Refer to Forms and Endorsements Schedule- IL DS 73



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**Schedule of Forms and
 Endorsements
 Amended**

Company Providing Coverage: Westfield Premier Insurance Company

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Agency: 214305

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SCHEDULE OF FORMS AND ENDORSEMENTS

The following forms have been added or amended:

FORMS THAT APPLY TO MULTIPLE COVERAGE PARTS

NUMBER	EDITION DATE	TITLE
ILDS01	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY DECLARATIONS
ILDS71	0518	AMENDED COMMON POLICY DECLARATIONS
ILDS72	0518	ENDORSEMENT SUMMARY
CL0700	1006	VIRUS OR BACTERIA EXCLUSION

FORMS THAT APPLY TO COMMERCIAL PROPERTY

NUMBER	EDITION DATE	TITLE
CPDS73	0518	COMMERCIAL PROPERTY DECLARATIONS
CPDS75	1218	EQUIPMENT BREAKDOWN COVERAGE
CP0407	1091	POLLUTANT CLEAN UP AND REMOVAL ADDITIONAL AGGREGATE LIMIT OF INSURANCE

FORMS THAT APPLY TO COMMERCIAL GENERAL LIABILITY

NUMBER	EDITION DATE	TITLE
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FORMS THAT APPLY TO COMMERCIAL CYBER

NUMBER	EDITION DATE	TITLE
CY7046	0518	COMMERCIAL CYBER SUITE SUPPLEMENTAL DECLARATIONS
CY7045	0717	CYBER SUITE COVERAGE FORM
CY7060	0717	MICHIGAN CHANGES AMENDATORY ENDORSEMENT

FORMS THAT APPLY TO INLAND MARINE

NUMBER	EDITION DATE	TITLE
IMDS70	0518	INLAND MARINE -- DECLARATIONS
CMDS86	0518	COMMERCIAL INLAND MARINE VALUABLE PAPERS AND RECORDS DECLARATIONS

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. Superseded Exclusions -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

CL 0700 10 06

CYBER SUITE COVERAGE FORM

Throughout this Coverage Form (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to DEFINITIONS. The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Supplemental Declarations.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a "personal data compromise"; and
- (2) Such "personal data compromise" took place in the "coverage territory"; and
- (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
- (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within

the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

Fines and Penalties do not include any increased transaction costs.

2. Computer Attack and Cyber Extortion

a. Computer Attack applies only if all of the following conditions are met:

- (1) There has been a "computer attack"; and
- (2) Such "computer attack" occurred in the "coverage territory"; and
- (3) Such "computer attack" is first discovered by you during the "policy period"; and
- (4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

(1) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

(2) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

(3) System Restoration

We will pay your necessary and reasonable "system restoration costs".

(4) Loss of Business

We will pay your actual "business income and extra expense loss".

(5) Public Relations

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

c. Cyber Extortion applies only if all of the following conditions are met:

- (1) There has been a "cyber extortion threat"; and
 - (2) Such "cyber extortion threat" is first made against you during the "policy period"; and
 - (3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.
- d. If the conditions listed in c. above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.
- e. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

3. Data Compromise Liability

a. Data Compromise Liability applies only if all of the following conditions are met:

- (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:
 - (a) A "claim" brought by or on behalf of one or more "affected individuals"; or
 - (b) A "regulatory proceeding" brought by a governmental entity.
- (2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:
 - (a) Took place during the "coverage term";
 - (b) Took place in the "coverage territory"; and
 - (c) Was submitted to us and insured under Data Compromise Response Expenses.
- (3) Such "claim" is reported to us as

and

(2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

B. EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.
2. War and military action including any of the following and any consequence of any of the following:
 - a. War, including undeclared or civil war;
 - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
3. Failure or interruption of or damage to the internet or an internet service provider.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered loss event.
9. Your reckless disregard for the security of your computer system or data, including confidential or sensitive information of others in your care,

custody or control.

10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.
16. The theft of a professional or business identity.
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
18. An "identity theft" that is not reported in writing to the police.

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the aggregate limit for each coverage section shown in the Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The aggregate limit shown in the Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or

is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

- (5) Costs covered under item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

3. Application of Limits

- a. A "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" was first discovered by you.
- b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d. Coverage for Services to Affected

Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
 - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion.
 - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
3. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Coverage Form.

2. Defense And Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably

“claim” or “regulatory proceeding”;

- (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the “claim” or “regulatory proceeding”;
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “loss” or “defense costs” to which this insurance may also apply; and
 - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “claim” or “regulatory proceeding”.
- c. In the event of a “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat” insured under this coverage form, you and any involved “identity recovery insured” must see that the following are done:
- (1) Notify the police if a law may have been broken.
 - (2) Notify us as soon as practicable, but in no event more than 60 days after the “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat”. Include a description of any property involved.
 - (3) As soon as possible, give us a description of how, when and where the “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat” occurred.
 - (4) As often as may be reasonably required, permit us to:
 - (a) Inspect the property proving the “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat”;
 - (b) Examine your books, records, electronic media and records and hardware;

(c) Take samples of damaged and undamaged property for inspection, testing and analysis; and

(d) Make copies from your books, records, electronic media and records and hardware.

- (5) Send us signed, sworn proof of “loss” containing the information we request to investigate the “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat”. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (6) Cooperate with us in the investigation or settlement of the “personal data compromise”, “identity theft”, “computer attack” or “cyber extortion threat”.
 - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
 - (8) Make no statement that will assume any obligation or admit any liability, for any “loss” for which we may be liable, without our prior written consent.
 - (9) Promptly send us any legal papers or notices received concerning the “loss”.
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the “claim”, “regulatory proceeding” or “loss”, including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
- 5. Extended Reporting Periods**
- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a “termination of coverage”.
 - b. If a “termination of coverage” has occurred, you will have the right to

shall apply only as excess insurance after all other applicable insurance has been exhausted.

10. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under Data Compromise Response Expenses for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of “affected individuals” to be notified, including contact information.
- b. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”.
- c. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Data Compromise Response Expenses limit of insurance.

11. Service Providers

- a. We will only pay under this Coverage Form for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Form. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us;
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

12. Services

The following conditions apply as respects any services provided to you or any “affected individual” or “identity recovery insured” by us, our designees or any service firm paid for in whole or in part under this Coverage Form:

- a. The effectiveness of such services depends on the cooperation and assistance of you, “affected individuals” and “identity recovery insureds”.
- b. All services may not be available or applicable to all individuals. For example, “affected individuals” and “identity recovery insureds” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an “identity recovery case manager” under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Form. Those firms work for you.

F. DEFINITIONS

1. “Affected Individual” means any person who is your current, former or prospective customer, client, patient, member, owner, student, director or

- a. "Claim" means:
- (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
 - (2) A civil proceeding commenced by the filing of a complaint;
 - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
 - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.

- b. "Claim" does not mean or include:
- (1) Any demand or action brought by or on behalf of someone who is:
 - (a) Your director;
 - (b) Your owner or part-owner; or
 - (c) A holder of your securities, in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
 - (2) A "regulatory proceeding".
- c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when:
- (1) The proceeding is brought by one or more "affected individuals";
 - (2) The claimant alleges that one or more "affected individuals" suffered damages; and
 - (3) The "personal data compromise" giving rise to the proceeding was covered under Data

Compromise Response Expenses section of this Coverage Form, and you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".

7. "**Computer Attack**" means one of the following involving the "computer system":
 - a. An "unauthorized access incident";
 - b. A "malware attack"; or
 - c. A "denial of service attack" against a "computer system".
8. "**Computer System**" means a computer or other electronic hardware that is owned or leased by you and operated under your control.
9. "**Coverage Term**" means the increment of time:
 - a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this coverage form and held immediately prior to this Cyber coverage; and
 - b. Ending upon the "termination of coverage".
10. "**Coverage Territory**" means:
 - a. With respect to Data Compromise Response Expenses, Computer Attack and Cyber Extortion, and Identity Recovery, "coverage territory" means anywhere in the world.
 - b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "coverage territory" means anywhere in the world, however "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico.
11. "**Cyber Extortion Expenses**" means:
 - a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and

the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

17. **“Electronic Media Incident”** means an allegation that the display of information in electronic form by you on a website resulted in:

- a. Infringement of another’s copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person’s right of privacy, including false light and public disclosure of private facts;

18. **“Identity Recovery Case Manager”** means one or more individuals assigned by us to assist an “identity recovery insured” with communications we deem necessary for re-establishing the integrity of the personal identity of the “identity recovery insured”. This includes, with the permission and cooperation of the “identity recovery insured”, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

19. **“Identity Recovery Expenses”** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an “identity theft” suffered by an “identity recovery insured”:

a. Re-Filing Costs

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft”.

b. Notarization, Telephone and Postage Costs

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the “identity recovery insured’s” efforts to report an “identity theft” or amend or rectify records as to the “identity recovery insured’s” true name or identity as a result of an “identity theft”.

c. Credit Reports

Costs for credit reports from established credit bureaus.

d. Legal Costs

Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an “identity recovery insured”.
- (2) The removal of any civil judgment wrongfully entered against an “identity recovery insured”.
- (3) Legal assistance for an “identity recovery insured” at an audit or hearing by a governmental agency.
- (4) Legal assistance in challenging the accuracy of the “identity recovery insured’s” consumer credit report.
- (5) The defense of any criminal charges brought against an “identity recovery insured” arising from the actions of a third party using the personal identity of the “identity recovery insured”.

e. Lost Wages

Actual lost wages of the “identity recovery insured” for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the “identity recovery insured” during time reasonably and necessarily taken away from such supervision. Such care must be provided by a

keyloggers.

- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

24. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT@ Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

25. "Network Security Incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
- b. The unintended abetting of a "denial of service attack" against one or more other systems; or
- c. The unintended loss, release or disclosure of "third party corporate data".

26. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises

but must be in the direct care, custody or control of:

- (1) You; or
- (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

27. "Personally Identifying Information"

a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.

b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

28. "Personally Sensitive Information"

“computer attack”;

- (2) Labor costs of your employees or directors;
- (3) Any costs in excess of the actual cash value of your computer system; or
- (4) Costs to repair or replace hardware.

34. “Termination of Coverage” means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this coverage form.

35. “Third Party Corporate Data”

- a. “Third party corporate data” means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Coverage Form which is not available to the general

public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.

- b. “Third party corporate data” does not mean or include “personally identifying information” or “personally sensitive information”.

36. “Unauthorized Access Incident”

means the gaining of access to a “computer system” by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

37. “Wrongful Act”

- a. With respect to Data Compromise Liability, “wrongful act” means a “personal data compromise”.
- b. With respect to Network Security Liability, “wrongful act” means a “network security incident”.
- c. With respect to Electronic Media Liability, “wrongful act” means an “electronic media incident”.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE

PROPERTY NOT COVERED

1. "Cannabis" is added to **Property Not Covered**.
2. Paragraph 1. above does not apply to goods or products containing or derived from hemp, including, but not limited to:
 - a. Seeds;
 - b. Food;
 - c. Clothing;
 - d. Lotions, oils or extracts;
 - e. Building materials; or
 - f. Paper;

However, paragraph 2. does not apply to the extent any such goods or products:

- 1) Have been recommended or prescribed for medicinal purposes or use; or
 - 2) Are prohibited under an applicable state or local statute, regulation or ordinance, in the state where located.
3. For the purpose of this endorsement, the following definition is added:
"Cannabis":

a. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

b. Paragraph 3.a. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- 1) Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- 2) Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - a) Resin, oil or wax;
 - b) Hash or hemp; or
 - c) Infused liquid or edible cannabis; whether or not derived from any plant or part of any plant set forth in Paragraph **3.b.1.**

