Marshall County

Premium Comparison

Type of Coverage	ANNUALIZED-EMC 2025-26	EMC 2026-27
Property	$203,092.00	$209,779.00
Property (Pedestrian Bridge)	10,574.00	10,189.00
Business Auto	228,162.00	230,918.00
General Liability	37,035.00	37,350.00
General Liability (Farm)	350.00	350.00
Crime/Fidelity	1,139.00	1,139.00
Inland Marine	54,288.00	54,208.00
Umbrella	59,389.00	62,243.00
Linebacker	59,601.00	61,897.00
Law Enforcement	95,301.00	100,625.00
TOTALS:	**$748,931.00**	**$768,698.00**
Workers' Compensation	$140,987.00	$176,558.00
MOD:	.92	1.00
	7/1/25-26	7/1/26-27
	IMWCA	EMC
Cyber Liability (2M w/sublimits)	$27,736.01	$16,021.84
	Jester Ins/CFC	Jester Ins/CFC
Deductible Buy Down		
CH, Jail, Annex, Nature Ctr, Old Fire Station	$79,715.67	n/a
(Bldgs only)	10/1/25-10/1/26	
Deductible Buy Down		
CH, Jail Annex, Nature Ctr, Old Fire Station	n/a	$75,277.40
(Bldgs & BPP)	10/1/25-10/1/26	10/1/26-10/1/27
Comm Pkg Totals:	**$997,369.68**	**$1,036,555.24**

Shomo-Madsen Insurance
Bobby Shomo, President
22 E. Main Street, PO Box 129
Marshalltown, IA 50158

CONDITIONAL

emc INSURANCE

Personalized Proposal Prepared for

MARSHALL COUNTY

Your Business

MARSHALL COUNTY
1 E MAIN ST STE 6
MARSHALLTOWN, IA 50158-4915

Your Agent

SHOMO-MADSEN INSURANCE
22 E MAIN ST
MARSHALLTOWN, IA 50158-4903

Your Quote

Quote: 4X62669 004
Prepared on 09/02/2026
Policy Term: 10/01/2026-10/01/2027

Valid Through: 10/17/2026

Your Account Summary

Your Premium Estimate

Commercial Property(Version #4)	$209,779.00
Commercial Property(Version #2)	$10,189.00
General Liability(Version #1)	$350.00
General Liability(Version #4)	$37,350.00
Inland Marine(Version #7)	$54,208.00
Business Auto (E-04)	$230,918.00
Commercial Umbrella (J-04)	$62,243.00
Govt Crime/Fidelity Package (F-01)	$1,139.00
Linebacker - Claims Made (K-02)	$61,897.00
Law Enforcement Liability (G-03)	$100,625.00
Total Account Premium Estimate	**$768,698.00**

Your Policy
Benefits Include...

1. Industry leading loss control services to help protect your business
2. Flexible payment options designed to fit your needs
3. Fast, responsive claims service when you need it

Your Payment Options

Electronic Funds Transfer (EFT)

Set up automatic payments and skip transaction fees with EFT. Sign up in Policyholder Access or contact your agent to get started.

Online

www.emcinsurance.com
Visit our website to make a single payment by eCheck or credit/debit card.

Mail

Submit check, money order or cashier's check to our centralized lockbox.

Bobby: 9/9/2026

RE: Marshall County – 10/1/2026
EMC – Comm Pkg

Business Auto: Physical damage deductibles remain the same at 2,000/2,000

Property: Courthouse not included in Blanket.
Limit increased from 49,678,474 to 51,665,613
Deductible: $10,000. With 2% W/H deductible.
Courthouse BPP remains in Blanket

Blanket Limit: (Bldg, BPP, PIO) Increased from 59,501,162 to 61,879,982
100% Coinsurance
Blanket Limit: BI/EE @ 2,000,000

Property Deductible: $10,000
W/H deductible: **2% on the following:**
Loc No. 1: 1 E Main St – Courthouse – 51,665,613
BPP 3,155,110
W/H deductible: **1% on the following:**
Loc No. 3: 101 E Main – CPC, Gen Assistance – 3,434,626
BPP 113,568
Loc No. 9: 2369 Jessup – Jail – 36,544,603
BPP 1,002,994
BPP of others 52,674
Loc No. 17: 2349 233rd St – Nature Center 2,920,320
BPP 432,640
Loc No. 25: 107 S 1st Ave – Old Fire Station 1,951,270
BPP 511,056

Limitations on Coverage for Roof Surfacing: Applies to all buildings.

Property Limits: Increased Bldg, BPP & PIO limits by 4%.
Unless otherwise noted.
Pedestrian Bridges:

Grimes Farm Pedestrian Bridge - #1 Entrance - $80,262. To 83,472.
Basic – ACV
Grimes Farm Pedestrian Bridge – #2 Linn Creek Trail - $84,109. To 87,473.
Basic – ACV
2272 Three Bridges Rd – Suspension Bridge from $275,184. To $286,191.
Basic – ACV

General Liability:

#44110-Governmental Subdivision – Total Operating Expenditures the same @ 7,927,405.

93300 – Unmanned Aircraft - Total 4 – Three at Sheriff Dept – One at Conservation Dept.

Farm Liability:

230 Acres @ T83N, R19W – Marshall County
157 Acres @ 2046 330th St., Melbourne, IA

Law Enforcement Liability:

Rate increase & addition of two police dogs

Peace Officers / Full Time:	52
Peace Officers / Part Time:	9
Police Dogs	2

Linebacker:

Limits: 2M / 2M with 5,000 deductible each claim
Retro Date: 10/1/01 – Includes 5 year extended reporting period.
Professional Schedule: County Attorney
County Nurses
Medical Examiner
County Engineer

Crime:

Employee Theft – Blanket @ 250,000 – 2,500 deductible
Forgery or Alternation @ 100,000 – 1,000 deductible
Theft of $ - Inside @ 10,000 - -0- deductible
Theft of $ - Outside @ 5,000 - -0- deductible
Computer & Funds Transfer Fraud @ 250,000 – 2,500 deductible

Commercial Umbrella:

Limits: 2M/2M with 10,000 SIR

Underlying: General Liability
Auto Liability
Farm Liability
Public Officials Liability
Law Enforcement Liability
Employers Liability

Inland Marine:

IM: Updated limits with the following changes:
IM-EDP: Equipment limit from 1,405,938 to 1,426,357..
IM-CE: (Building & Grounds) Limit the same @156,517
IM-CE: (Conservation Board) Limit increased from 513,445 to 621,922.
IM-CE: (Secondary Road) Limit increased from 8,980,766 to 9,021,980.
IM-CE: (Sheriff) Limit the same @ 64,965.
IM-CE: (Cons-Trail Counters) Limit the same @ 7,765.
IM-Floater: Auditor-Election Equipment. From 279,094 to 281,349.
IM-Floater: Henry Anson Statue. Remains the same @ 20,160.
IM-Floater: Radios. Limit from 291,000 to 210,500.
IM-911 Radio Equipment. Limit the same @ 2,695,707.
IM-Outdoor Warning Sirens limit the same @ 166,675.
IM-Veterans Memorial Monument @ 225,000.
Watercraft – per schedule on file.

All other Inland Marine coverages/conditions remain the same.

This is a summary only. Not intended to replace your insurance policy. Please refer to your policy for actual coverages, limits, exclusions, conditions and limitations.

This policy is issued, pursuant to Iowa Code chapter 515I, by an eligible surplus lines insurer in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

RYAN
TURNER
SPECIALTY

QUOTATION SUMMARY

Jester Insurance Services, Inc.
611 5th AvenueSuite 150
Des Moines, IA 50309

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations, and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured the terms, conditions, limitations, and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	Marshall County 1 E. Main St. Marshalltown, IA 50158	
PRIMARY RISK ZIP CODE:	50158	
COVERAGE:	Network Security / Privacy Liability Full Program	
INSURER:	Underwriters at Lloyd's of London (Non-Admitt - Non-Admitted	
POLICY TERM:	10/1/2026 - 10/1/2027	
ESTIMATED POLICY PREMIUM:	$15,300.00	
OPTIONAL TRIA:	NOT APPLICABLE	
FEES:	Policy Fee - Carrier	$575.00
	TOTAL FEES:	$575.00
ESTIMATED SURPLUS LINES TAX:		
	Surplus Lines Tax	$146.84
	TOTAL TAXES:	$146.84
TOTAL:	$16,021.84	

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

RYAN TURNER SPECIALTY

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the subjectivities listed must be submitted:
There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might result in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected, or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

RYAN TURNER SPECIALTY

PREMIUM FINANCE (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty.

PRODUCER COMPENSATION:
RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

Unless this quote is amended or withdrawn it is valid for 30 days from the date shown above, or the proposed effective date, whichever is earlier. This quote can be amended or withdrawn at any time prior to acceptance by the insured. If the quote included with this letter provides otherwise, or in any way conflicts with this letter, the terms of the quote shall govern and control.

Why choose CFC cyber?

Find out why CFC's market-leading cyber insurance products are trusted by over 100,000 businesses around the globe to help protect them against cyber risk.

Broad cyber coverage

Covering a range of attacks and incidents, including:

- **Unlimited reinstatements with nil deductible,** where you'll pay either none, or only single deductible, no matter how many cyber incidents we respond to.
- **Proactive cyber attack prevention** contractually embedded into the insurance product as a world first.
- **Business interruption** includes full limits for systems failure events, lost or missed bids, data recreation cover and emergency continuity costs.
- **Interim payments** for business interruption losses prior to the final adjustment.
- **Extensive crime coverage,** including invoice manipulation, theft of client funds and physical goods.
- **Affirmative coverage** for AI, contingent bodily injury, extortion response costs and more.

Largest in-house incident response and claims team

- **+200 incident response experts** situated around the globe to offer 24x7x365 support.
- **Specifically trained** to triage, remediate and recover businesses from cyber attacks.
- **Regionally specialized claims team** —who have a deep understanding of your local jurisdiction.

Cyber attack prevention services—as standard

Working to protect you from cyber attacks—helping to prevent a claim, before it happens.

- Starts the day you bind, working throughout the policy period.
- Included as standard, at no extra cost.
- Using a range of advanced cyber security tools and technology to identify threats and alert you to those that matter.

99.1% cyber claims acceptance rate*

- Giving you the confidence and peace of mind that your largest business risk will be covered.
- Providing you with a comprehensive product that covers what it says it will.

25 years' cyber experience

- As one of the **longest running cyber providers,** you can trust we work to put your business first.
- The largest in-house cyber team in the market, who offer a **streamlined and efficient process** from underwriting and cyber security to incident response and claims.

Cyber attack prevention and remediation

A CFC cyber policy offers protective services working to help prevent attacks from happening in the first place. If an incident does occur, our expert technical team will help get you back online, fast.

Proactive cyber attack prevention

Working to protect you from cyber incidents.

We supplement your existing cyber security programme by assessing your businesses' attack surface to understand what we're protecting. Then work around the clock, seeking to identify threats and risks that could impact your businesses—only alerting you to those threats that matter.

Using a range of advanced cyber security tools:

Threat intelligence
We partner with government and private threat intelligence organizations to receive and **analyze information about cyber threats** targeting your business.

Threat hunting
Our cyber threat analysts **actively search the dark web** and hacker forums for compromised customer credentials and any other malicious activity.

Vulnerability scanning
We actively **scan insureds for known vulnerabilities** and cyber risks that have a high correlation to claims.

Real-time claims data
We use our own proprietary claims data to help **identify attack trends** and potential threats.

Expert incident response and cyber claims

Helping to get you back online, fast.

If we alert you to malicious activity in your system, or you notify us of something, our in-house team are trained to:

Triage
Once notified, **we'll be in touch within 15 mins*** to assess the situation and identify the necessary resources to address the incident.

Contain
Our team of cyber security engineers, forensic specialists and incident responders will **contain and remediate the incident**. If needed, we'll partner with third-party specialists.

Recover
Once contained, our incident response and claims team work closely together to rebuild systems, reconstitute data and **get your business back up and running.**

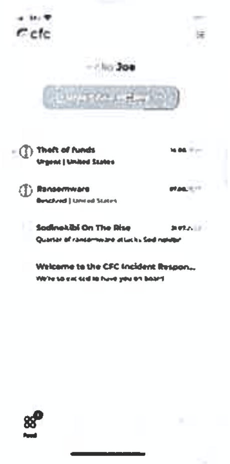
Response app

Our award-winning mobile app offers free exclusive cyber security tools and access to technical support 24/7. Helping you get the most out of our preventative and responsive cyber services.

- **Most secure line of communication** with our expert cyber security team.
- Fastest **way to alert us** of an incident.
- Receive personalized critical **cyber threat alerts.**

Download today to get the most out of your cyber policy.

GET IT ON Google Play | Download on the App Store



cfc

INDICATION OF TERMS

REFERENCE NUMBER:	7785432
COMPANY NAME:	Marshall County
TOTAL PAYABLE:	USD15,875.00
Premium breakdown:	
Cyber & Privacy:	USD12,700.00
Cyber Crime:	USD2,600.00
TRIA:	USD0.00
Policy Administration Fee:	USD575.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
AGGREGATE DEDUCTIBLE:	USD25,000.00 in the aggregate
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
TIME FRANCHISE:	8 hours
WORDING:	Cyber Proactive Response v4.0
ENDORSEMENTS:	Complaints Notice (USA) Policyholder Disclosure Notice Of Terrorism Insurance Coverage 2020 United States Presidential Election Exclusion Clause RT Specialty Special Amendatory Clause
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	02 Sep 2026
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Daniel Harmer
ADDITIONAL NOTES:	

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES

cfc

DECLARATIONS

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD250,000	each and every claim

SECTION B: INVOICE MANIPULATION

Limit of liability:	USD250,000	each and every claim

SECTION C: NEW VENDOR FRAUD

Limit of liability:	USD250,000	each and every claim

SECTION D: PHYSICAL GOODS FRAUD

Limit of liability:	USD250,000	each and every claim

SECTION E: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

SECTION F: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

SECTION G: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

SECTION H: THEFT OF CLIENT FUNDS

Limit of liability: USD50,000 each and every claim

SECTION I: CUSTOMER PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

SECTION J: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

SECTION K: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

INSURING CLAUSE 3: CYBER EXTORTION

Limit of liability: USD2,000,000 each and every claim

INSURING CLAUSE 4: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION B: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION C: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim

SECTION D: EMERGENCY AND ADDITIONAL OPERATIONAL CONTINUITY COSTS

Limit of liability: USD100,000 each and every claim

cfc

SECTION E: VOLUNTARY AND REGULATORY SHUTDOWN

Limit of liability:	USD2,000,000	each and every claim

SECTION F: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD2,000,000	each and every claim

SECTION G: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD2,000,000	each and every claim

SECTION H: LOST OR MISSED BIDS

Limit of liability:	USD2,000,000	each and every claim

SECTION I: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim

INSURING CLAUSES 5 AND 7 - 9 COMBINED

Aggregate limit of liability:	USD2,000,000	in the aggregate

INSURING CLAUSE 5: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION D: REGULATORY FINES, PENALTIES AND INVESTIGATION COSTS

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, including **costs and expenses**

INSURING CLAUSE 6: CRIMINAL REWARD COVER

Limit of liability:	USD100,000	each and every claim

INSURING CLAUSE 7: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD2,000,000	in the aggregate, including **costs and expenses**

INSURING CLAUSE 8: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	in the aggregate

OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact CFC stating the nature of your complaint, the certificate and/or claim number.

You can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
11th Floor, 8 Bishopsgate
London EC2N 4BQ
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

cfc

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy

OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

a. is separate from and in addition to the premium stated in the Declarations page; and

b. constitutes a separate agreement between the Insured stated in the Declarations page and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy

cfc

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Marshall County
WITH EFFECT FROM:	-

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 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 Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

2020 UNITED STATES PRESIDENTIAL ELECTION EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Marshall County
WITH EFFECT FROM:	-

It is understood and agreed that the following **EXCLUSION** is added to the **EXCLUSIONS RELATING TO ALL INSURING CLAUSES**:

2020 United States presidential election

arising directly or indirectly out of any actual or alleged interference, or attempted interference, with the 2020 United States presidential election that results in any:

a. tampering with or impairment of, the function of electronic ballot boxes, voting machines, election management systems or online voting sites;

b. re-running or re-counting of any election; or

c. contested election result.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

RT SPECIALTY SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Marshall County
WITH EFFECT FROM:	-

It is understood and agreed that the following amendments are made to the Declarations page:

1. The time period shown as the "TIME FRANCHISE" is deleted in its entirety and replaced with the following:
   TIME FRANCHISE: 6 hours

2. The duration and premium stated as the "OPTIONAL EXTENDED REPORTING PERIOD" are deleted in their entirety and replaced with the following:
   12 months for 100% of applicable annualized premium
   24 months for 160% of applicable annualized premium
   36 months for 200% of applicable annualized premium
   48 months for 225% of applicable annualized premium
   60 months for 250% of applicable annualized premium
   72 months for 275% of applicable annualized premium

3. **SECTION G: POST BREACH REMEDIATION COSTS** of **INSURING CLAUSE 1** is deleted in its entirety and replaced with the following:

   SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD75,000	each and every claim

4. **SECTION I: CLAIMS PREPARATION COSTS** of **INSURING CLAUSE 4** is deleted in its entirety and replaced with the following:

   SECTION I: CLAIMS PREPARATION

Limit of liability:	USD50,000	each and every claim

5. The following **SECTIONS** are added to **INSURING CLAUSE 4:**

   SECTION: NON-TECH DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD1,000,000	each and every claim

   SECTION: CONTINGENT PROPERTY DAMAGE

Limit of liability:	USD250,000	each and every claim

6. The following **SECTIONS** are added to **INSURING CLAUSE 5:**

   SECTION: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of liability:	USD50,000	in the aggregate, including costs and expenses

   WRONGFUL COLLECTION AND USE OF PERSONAL DATA AND DATA PRIVACY REGULATORY INVESTIGATIONS SECTIONS COMBINED

Aggregate limit of liability:	USD50,000	in the aggregate, including costs and expenses

SECTION: WRONGFUL COLLECTION AND USE OF PERSONAL DATA

Aggregate limit of liability:	USD50,000	in the aggregate, including costs and expenses

SECTION: DATA PRIVACY REGULATORY INVESTIGATION

Aggregate limit of liability:	USD50,000	in the aggregate, including costs and expenses

7. **INSURING CLAUSE 9: COURT ATTENDANCE COSTS** is deleted in its entirety and replaced with the following:

   INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, sub-limited to USD3,000 per day

It is further understood and agreed that the following amendments are made to this Policy:

1. **INSURING CLAUSE 1** (**SECTION D** only) is deleted in its entirety and replaced with the following:

   SECTION D: CRISIS MANAGEMENT COSTS

   We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** or **system failure** first discovered by **you** during the **period of the policy** to:

   a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event** or **system failure**;

   b. coordinate media relations in response to the **cyber event** or **system failure**;

   c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event** or **system failure**; and

   d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event** or **system failure**.

2. **INSURING CLAUSE 1** (**SECTION E** only) is deleted in its entirety and replaced with the following:

   SECTION E: PRIVACY BREACH MANAGEMENT COSTS

   We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event**

first discovered during the **period of the policy** to:

a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices, including any privacy breach notification that **you** are not legally obliged to make;

b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;

c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**;

d. provide translation services to manage communications with affected or potentially affected individuals;

e. issue appropriate notices, via a method determined by us, to any individuals other than those stated in a. above that are requested by **you** and agreed to by **us** (**our** agreement will not be unreasonably withheld); and

f. freeze the credit of any affected individual and subsequently remove that credit freeze.

3. The first paragraph of **INSURING CLAUSE 3: CYBER EXTORTION** is deleted in its entirety and replaced with the following:

   We agree to pay on behalf of the **company** any ransom (including ransoms paid in fiat currency, cryptocurrency or in the form of tangible property) in response to an extortion demand made against **you** and first discovered by **you** during the **period of the policy** as a direct result of any actual or threat of:

4. The final line of **INSURING CLAUSE 4** (**SECTION A** only) is deleted in its entirety and replaced with the following:

   reasonably and necessarily incurred as a direct result of any loss or damage to the data application components of **your computer systems**, where the loss or damage is first discovered by **you** during the **period of the policy**.

5. **INSURING CLAUSE 4** (**SECTION I** only) is deleted in its entirety and replaced with the following:

   SECTION I: CLAIM PREPARATION COSTS

   We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under **INSURING CLAUSE 4**. **We** will only pay these costs where they are incurred with an expert appointed by the **claims manager** that is agreed between **you** and **us**.

6. The following **SECTIONS** are added to **INSURING CLAUSE 4**:

   SECTION: NON-TECH DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **non-tech supply chain partner** first discovered by **you** during the **period of the policy**, provided that the computer system's downtime lasts longer than the **time franchise** and arises directly out of any **cyber event**, **system failure** or **operator error**.

SECTION: CONTINGENT PROPERTY DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred:

a. to repair or rebuild **your premises**;

b. to repair or replace **your contents** and **stock**;

c. for electronic data restoration;

d. to make temporary repairs to, expedite permanent repairs for, or expedite permanent replacement of, your premises or contents and stock;

e. to remove any debris; and

f. for professional services including architects, surveyors and engineers

as a direct result of physical damage to **your premises** or **contents** and **stock** first occurring during the **period of the policy** and caused by a **cyber event**.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

7. The following is added to **INSURING CLAUSE 5** (**SECTION D** only):

   The insurability of the fines and penalties will be determined in accordance with the most favorable State law.

8. **INSURING CLAUSE 5** (**SECTION E** only) is deleted in its entirety and replaced with the following:

   SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

   We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs, card reissuance costs and case management fees, which **you** become legally obliged to pay to **your** acquiring bank or payment processor as a direct result of a payment card breach first discovered by **you** during the **period of the policy**.

   We will also pay costs and expenses on **your** behalf.

9. The following **SECTIONS** are added to **INSURING CLAUSE 5**:

SECTION: CORRECTIVE ACTION PLAN COSTS

We agree to pay on **your** behalf any sums necessarily incurred with the **claims manager** in order to meet any of the following requirements specified within a corrective action plan agreed by **you** with the OCR as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**:

a. the development of a Health Insurance Portability and Accountability Act (HIPAA) of 1996 compliant information security document set;

b. complete a HIPAA compliance audit;

c. the costs associated with completing an information security risk assessment; and

d. the costs associated with the implementation of a security awareness training program.

SECTION: WRONGFUL COLLECTION AND USE OF PERSONAL DATA

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** first made against **you** during the **period of the policy** arising directly out of any non-compliance with any **data privacy regulation**.

We will also pay costs and expenses on **your** behalf.

SECTION: DATA PRIVACY REGULATORY INVESTIGATION

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** first initiated against **you** during the **period of the policy** arising as a direct result of any non-compliance with any **data privacy regulation**.

We will also pay costs and expenses on **your** behalf.

10. **INSURING CLAUSE 7 (SECTION B** only) is deleted in its entirety and replaced with the following:

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** or any applicable optional extended reporting period for any:

a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;

cfc

b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;

c. breach of any intellectual property rights license acquired by **you**;

d. failure to attribute authorship or provide credit;

e. misappropriation of a trade secret;

f. invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or

g. improper deep linking or framing

arising out of any **media content** (including any **media content** that has been created, in whole or in part, by artificial intelligence programs or where such programs have been used to assist in the creation of **media content**).

We will also pay costs and expenses on **your** behalf.

11. The final paragraph of **YOUR DEDUCTIBLE** is deleted in its entirety and replaced with the following:

In respect of **INSURING CLAUSE 4 (SECTIONS C, D, E, F** and the **NON-TECH DEPENDENT BUSINESS INTERRUPTION SECTION** only), a single **time franchise** and **indemnity period** will apply to each **claim**. Where the same original cause or single source or event causes more than one period of **computer systems** downtime these will be considered one period of **computer systems** downtime whose total duration is equal to the cumulative duration of each individual period of **computer systems** downtime.

12. The **DEFINITION** of **"Computer systems"** is deleted in its entirety and replaced with the following:

"Computer systems" means

all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups, personal devices of **employees** and **senior executive officers** where used directly for **business operations**, and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

"**Computer systems**" also means supervisory control and data acquisition (SCADA) systems, industrial control systems and other similar operational technology.

13. The following are added to the **DEFINITION** of **"claim"**:

e. a request for arbitration or mediation; or

f. a request to toll or waive statute of limitations

14. Part b. of the **DEFINITION** of **"Costs and expenses"** is deleted in its entirety and replaced with the following:

    b. any pre or post judgement interest; and

15. The **DEFINITION** of **"Cyber event"** is deleted in its entirety and replaced with the following:

    "Cyber event" means

    any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including but not limited to an attack that utilizes artificial intelligence (AI), denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or ransomware), computer virus or actions of a rogue **employee**.

16. Part b. of the **DEFINITION** of **"Indemnity period"** is deleted in its entirety and replaced with the following:

    b. the downtime of computer systems used directly by a **supply chain partner** or **non-tech supply chain partner**;

17. The first paragraph of the **DEFINITION** of **"Media content"** is deleted in its entirety and replaced with the following;

    any content created or disseminated by **you** or on **your** behalf, including but not limited to user generated content, business communications and content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

18. The **DEFINITION** of **"Employee"** is deleted in its entirety and replaced with the following:

    "Employee" means

    any employee of the **company**, any intern working for the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

19. The **DEFINITION** of **"Privacy breach"** is deleted in its entirety and replaced with the following:

    "Privacy breach" means

    an actual or suspected unauthorized disclosure of information (including information in electronic, paper or audio format and biometric information) arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

"**Privacy breach**" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

20. The **DEFINITION** of **"Senior executive officer"** is deleted in its entirety and replaced with the following:

    "Senior executive officer" means

    board members, the chief executive officer, chief finance officer, chief information officer, chief information security officer, general counsel, chief privacy officer and chief risk manager of the **company**, including any individual performing the functional equivalents of these positions in the **company**.

21. The **DEFINITION** of **"Subsidiary"** is deleted in its entirety and replaced with the following:

    "Subsidiary" means

    any entity which the **company** has majority ownership of, meaning more than 50% ownership, or managing control of on or before the **inception date**.

22. The following paragraph is added to the **DEFINITION** of **"Supply chain partner"**:

    "**Supply chain partner**" does not mean **non-tech supply chain partner**.

23. The second paragraph of the **"System failure" DEFINITION** is deleted in its entirety and replaced with the following:

    However, in respect of **INSURING CLAUSE 4** (**SECTION F** and the **NON-TECH DEPENDENT BUSINESS INTERRUPTION SECTION** only), "**system failure**" also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** or **non-tech supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

24. The **DEFINITION** of **"you/your"** is deleted in its entirety and replaced with the following:

    "You/your" means:

    a. the **company**, **employees** and **senior executive officers** solely acting in the normal course of **your business operations**;

    b. the estates, heirs, legal representatives or assigns of any **employee** or **senior executive officer** in the event of their death, incapacity, insolvency or bankruptcy but only with respect to any act, error or omission committed or alleged to have been committed by the **employee** or **senior executive officer** while acting in their capacity as **employee** or **senior**

executive officer; and

c. the parent, spouse, domestic partner, civil partner or child of any **employee** or **senior executive officer** but only in respect of any claim made against them by reason of:

    i. their status as parent, spouse, domestic partner, civil partner or child of the **employee** or **senior executive officer**; or

    ii. their ownership or interest in property which the claimant seeks as recovery for an alleged act, error or omission committed by the **employee** or **senior executive officer** while acting in their capacity as **employee** or **senior executive officer**.

25. The following **DEFINITIONS** are added:

"Contents" means

items at **your premises** that the **company** owns or is legally responsible for, other than stock, are used primarily in connection with **your business operations** and are not permanently attached to a building, including:

a. improvements made to the **premises** by **you** as a tenant or by a previous tenant who previously occupied the **premises**, including decorating, flooring, internal fixtures and fittings, aerials and satellite dishes;

b. desktop computer hardware and ancillary equipment (including monitors, keyboards and printers);

c. television, photocopying and telecommunications equipment;

d. valuable documents including plans and designs in paper format;

e. heating oil contained in fixed tanks in the open at your premises;

f. refrigeration, ventilation, cooking, dishwashing and laundry appliances;

g. locks and keys, provided this is necessary to maintain the security of your premises or safes;

h. any trailer, provided that it was unattached from, being attached to, or being detached from, a motor vehicle when the damage occurred;

i. outdoor signs located on the premises; and

j. the personal belongings of any employee or visitor whilst at your premises, provided they are not covered under any other insurance.

cfc

"Data privacy regulation" means

any law or regulation in any jurisdiction relating to the collection, control, processing or transfer of personal data.

"Premises" means

any building owned or leased by the company solely for the purpose of conducting **your business operations** and including:

a. any completed extension to the building;

b. any permanently installed machinery and equipment;

c. any permanently attached fixtures and fittings;

d. landlord's fixtures and fittings;

e. retaining walls, outdoor walls, gates, fences, yards, car parks, roadways and pavements;

f. trees, shrubs, plants and lawns;

g. piping, ducting, cables, wires and accessories extending to the public mains that **you** are responsible for; and

h. fixed glass in windows, doors, skylights, mirrors fixed to the building, glass showcases and shelves fixed to the building, sanitary fixtures and fittings and other fixed glass.

"Stock" means

a. stock;

b. samples;

c. merchandise goods; and

d. goods held in trust;

whilst at **your premises**.

"Non-tech supply chain partner" means

any **third party** that provides **you** with goods or services under a written contract.

"**Non-tech supply chain partner**" does not mean a **supply chain partner**.

26. The "Associated Companies" **EXCLUSION** is deleted in its entirety and replaced with the following:

Associated companies

a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 25% executive or financial interest, unless the **claim** emanates from an independent **third party**;

cfc

b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 25% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**; or

c. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

However, this Exclusion will not apply to any cover afforded under the **ADDITIONAL INSUREDS CONDITION**.

27. The final paragraph of the "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

However, this Exclusion will not apply to:

a. **INSURING CLAUSE 4 (CONTINGENT PROPERTY DAMAGE SECTION** only);

b. **INSURING CLAUSE 5 (SECTIONS A, B** and **C** only) and **7**, in respect of any **claim** as a direct result of mental injury or emotional distress; and

c. **INSURING CLAUSE 5 (SECTION F** only), in respect of any **claim** as a direct result of **bodily injury**.

28. The following is added to the "Patent infringement" **EXCLUSION**:

However this Exclusion will not apply to **INSURING CLAUSE 5 (SECTION A** only) for any infringement of a patent by a **third party** as a direct result of any **cyber event**.

29. The "Product IP infringement" **EXCLUSION** is deleted in its entirety and replaced with the following:

Product IP infringement

arising directly or indirectly from the actual or alleged:

a. infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed or sold by **you**; or

b. the misappropriation of any trade secret by **you** or a **third party**.

However, part b. of this Exclusion will not apply to **INSURING CLAUSES 5 (SECTION A** only) and **7 (SECTION B** only).

30. The final paragraph of the "Property and hardware costs" **EXCLUSION** is deleted in its entirety and replaced with the following:

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION B** and the **CONTINGENT PROPERTY DAMAGE SECTION** only).

31. The final paragraph of the "Terrorism" **EXCLUSION** is deleted in its

entirety and replaced with the following:

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems**, a **supply chain partner's** or a **non-tech supply chain partner's** computer systems.

32. The following is added to the "Uninsurable fines" **EXCLUSION**:

However, **we** will apply the most favorable State law to **you** in determining whether the fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages are insurable.

33. The following is added to the "Unlawful surveillance" **EXCLUSION**:

However, this Exclusion will not apply to **INSURING CLAUSE 5 (WRONGFUL COLLECTION AND USE OF PERSONAL DATA SECTION** only).

34. The "Willful or dishonest acts of senior executive officers" **EXCLUSION** is deleted in its entirety and replaced with the following:

Willful or dishonest acts of senior executive officers

arising out of any willful, malicious, reckless or dishonest act or omission by a **senior executive officer** as determined by final and non-appealable adjudication, arbitral tribunal or written admission.

However, no willful, criminal, malicious or dishonest act, error or omission committed by a **senior executive officer** will be imputed to any other **senior executive officer** for the purpose of determining the applicability of this Exclusion.

35. The following are added to the **EXCLUSIONS RELATING TO ALL INSURANCE CLAUSES**:

Cyber events

in respect of the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATIONS SECTIONS** of **INSURING CLAUSE 5** only, arising directly out of any **cyber event**.

Data privacy regulations

arising directly or indirectly out of any **data privacy regulation**.

However, this Exclusion will not apply to the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATION SECTIONS** of **INSURING CLAUSE 5**.

36. In paragraph 1 of the "What you must do in the event of a circumstance which could give rise to a claim" **CONDITION**, the words "**INSURING CLAUSES 7** and **8**" are deleted in their entirety and replaced with "**INSURING CLAUSES 7**, **8** and the **WRONGFUL COLLECTION AND USE OF PERSONAL DATA** and **DATA PRIVACY REGULATORY INVESTIGATION SECTIONS** of **INSURING CLAUSE 5**".

37. The first part b. of the "What you must do if an incident takes place" **CONDITION** is deleted in its entirety and replaced with the following:

b. in respect of **INSURING CLAUSES 2** and **3**, report the incident to the appropriate law enforcement authorities if necessary;

38. The last paragraph of the "Agreement to pay claims (duty to defend)" **CONDITION** is deleted in its entirety and replaced with the following:

    We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, our liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus:

    a. 90% of any costs and expenses incurred after the date the settlement was recommended by **us**; and

    b. 90% of that part of any sum **you** become legally obliged to pay in excess of the settlement amount recommended by **us**.

    We will have no responsibility to pay the remaining 10% of the costs and expenses and that part of any sum **you** become legally obliged to pay as stated in a. and b. above.

39. The following is added to the "Additional insureds" **CONDITION**:

    Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

40. The first paragraph of the "Cancellation" **CONDITION** is deleted in its entirety and replaced with the following:

    This Policy may be canceled:

    a. at any time upon prior written request by **you**; or

    b. with 60 days written notice by **us** in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**.

41. Where "14 days" is stated in the "Cancellation" **CONDITION**, it is deleted in its entirety and replaced with "30 days".

42. Where "60 days" is stated in the "Extended reporting period" **CONDITION**, it is deleted in its entirety and replaced with "90 days".

43. Where "30 days" is stated in the "Optional extended reporting period" **CONDITION**, it is deleted in its entirety and replaced with "90 days".

44. The "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with the following:

    Mergers and acquisitions

cfc

If **you** acquire or create an entity during the **period of the policy**, including an entity merging into or consolidating with **you** and the **company** is the surviving entity, cover is automatically extended under this Policy to include the acquired or created entity as a **subsidiary**. Cover for any acquired or created entity is only provided under this Policy for any act, error or omission committed, or **cyber event** first discovered, on or after the date of its acquisition or creation.

If during the **period of the policy** you are acquired by another entity, or you merge or consolidate with another entity and the **company** is not the surviving entity, then cover under this Policy will continue until the **expiry date** but only in respect of any act, error or omission committed, or **cyber event** first discovered, prior to the date of the acquisition, merger or consolidation.

45. The "Supply chain interruption events" **CONDITION** is deleted in its entirety and replaced with the following:

Supply chain interruption events

In respect of **INSURING CLAUSE 4** (**SECTION F** and the **NON-TECH DEPENDENT BUSINESS INTERRUPTION SECTION** only), it is a condition precedent to liability under this Policy that you submit to us a written report from the **supply chain partner** or **non-tech supply chain partner** confirming the root cause and length of the outage.

46. The first paragraph of the "Our Rights of recovery" **CONDITION** is deleted in its entirety and replaced with the following:

If **we** make any payment under this Policy and **you** have any right of recovery against a **third party** in respect of this payment, then **we** will maintain this right of recovery. **You** will do whatever is reasonably necessary to secure this right and will not do anything after the event which gave rise to the claim to prejudice this right. However, **we** will not seek any right of recovery where **you** have explicitly waived **your** right of recovery prior to the incident which gave rise to a claim under this Policy.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY