



IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1–800–927–4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—The National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.



6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet web site of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



Coalition Insurance Solutions, Inc.
 CA License No. 0L76155
 55 2nd St, Suite 2500
 San Francisco, CA 94105
 Producer Code: 1035616

COALITION CYBER POLICY
 POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Filing Policy No.: C-4LQ4-231954-CYBER-2023 Broker: AON Risk Services West, Inc.
 Renewal of: New Broker License No.: 363334
 Address: 17875 Von Karman Avenue, Suite 300
 Irvine, CA 92614

Item 1. Named Insured Association of California Water Agencies Joint Powers Insurance Authority
Address 2100 Professional Drive
 Roseville, CA 95661

Item 2. Policy Period From: July 01, 2023
 To: July 01, 2024
Both dates 12:01 A.M. at the address stated in Item 1.

Item 3. Policy Premium	Premium without TRIA	\$699,300.00
	TRIA Premium	\$700.00
	Total Premium	\$700,000.00

Item 4. Aggregate Policy Limit of Liability \$5,000,000 but sub-limited to \$3,000,000 maximum per Member/Insured

Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions
Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

THIRD PARTY LIABILITY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
A. NETWORK AND INFORMATION SECURITY LIABILITY	\$5,000,000	\$100,000 but 50,000
B. REGULATORY DEFENSE AND PENALTIES	\$5,000,000	for members who's
C. MULTIMEDIA CONTENT LIABILITY	\$5,000,000	TIV is under
D. PCI FINES AND ASSESSMENTS	\$5,000,000	\$10,000,000

FIRST PARTY COVERAGES



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Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
E. BREACH RESPONSE	\$5,000,000	\$100,000 but 50,000
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$5,000,000	for members who's TIV is under
G. CYBER EXTORTION	\$5,000,000	\$10,000,000
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$5,000,000	i. Waiting period: 8 hours ii. Enhanced waiting period: 8 hours
I. DIGITAL ASSET RESTORATION	\$5,000,000	\$100,000 but 50,000 for
J. FUNDS TRANSFER FRAUD	\$250,000	members who's TIV is under \$10,000,000

Item 6. Pre-Claim Assistance \$5,000

Item 7. Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Arch Specialty Insurance Company	CLP1093970-00	27.5%	\$1,375,000	\$192,500.00
Ascot Specialty Insurance Company	CLP1093970-00	15%	\$750,000	\$105,000.00
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519CODW5002)				
↳ RNR 1458	CLP1093970-00	15%	\$750,000	\$105,000.00
↳ AUL 1274	CLP1093970-00	2.5%	\$125,000	\$17,500.00
Chaucer Insurance Company DAC	CLP1093970-00	10%	\$500,000	\$70,000.00
Fortegra Specialty Insurance Company	CLP1093970-00	30%	\$1,500,000	\$210,000.00

The obligations of each Insurer in this Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 8. Notification of incidents, claims, or potential claims

By Email
 Attn: Coalition Claims
 claims@thecoalition.com

By Phone
 1.833.866.1337

By Mail
 Attn: Coalition Claims
 55 2nd St, Suite 2500
 San Francisco, CA 94105

Item 9. Retroactive Date Full Prior Acts Coverage

Item 10. Continuity Date July 01, 2023



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Item 11. Optional Extended Reporting Period	Additional premium: Extended period:	N/A N/A
Item 12. Choice of Law	CA	
Item 13. Endorsements and Forms Effective at Inception		
POLICY DECLARATIONS	SP 14 797 0221	
SIGNATURE PAGE ARCH	CYUSP-00NT-000006-0922-00	
SIGNATURE PAGE ASCOT	CYUSP-00NT-000004-0922-00	
SIGNATURE PAGE FORTEGRA	CYUSP-00NT-000003-0323-01	
COALITION CYBER POLICY	SP 14 798 0419	
QUOTA SHARE ENDORSEMENT	SP 15 629 0218	
SERVICE OF SUIT ENDORSEMENT	SP 14 927 0219	
COMPUTER REPLACEMENT ENDORSEMENT	SP 17 514 0419	
REPUTATION REPAIR ENDORSEMENT	SP 14 802 1117	
REPUTATIONAL HARM LOSS	SP 16 383 0718	
SERVICE FRAUD ENDORSEMENT	SP 16 183 0518	
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	SP 17 252 0219	
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	SP 17 255 0220	
MISCELLANEOUS AMENDMENTS (AON) ENDORSEMENT	SP 17 010 1218	
REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT -- CCPA AND GDPR	SP 17 147 1119	
COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT	SP 16 777 0918	
CRIMINAL REWARD COVERAGE	SP 16 670 0818	
DUTY TO COOPERATE ENDORSEMENT	SP 17 274 0219	
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	SP 17 275 0219	
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT	SP 17 814 0819	
WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION	SP 18 435 0720	
\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	CYUSP 50EN 000009 0223 01	
ADDITIONAL INSURED ENDORSEMENT BY CONTRACT	CYUSP-50EN-000004-1022-01	
WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT	SP 14 804 1118	
INDEPENDENT CONTRACTOR ENDORSEMENT	SP 15 810 0318	
NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT	SP 15 379 1217	
PARTICIPATING MEMBERS ACWA INSURED ENDORSEMENT	SP 18 135 0120	
FUNDS TRANSFER LOSS ENDORSEMENT REQUIRING AUTHENTICATION	MANUSCRIPT	
ACWA AMENDATORY ENDORSEMENTS - MANUSCRIPT SUBJECT TO LEGAL AND CARRIER APPROVAL	SP 17 168 0720	
SCHEDULED FORENSIC VENDOR	TBD	
INVOICE MANIPULATION ENDORSEMENT	SP 16 869 1018	
MISCELLANEOUS AMENDMENTS (AON) ENDORSEMENT - ACWA ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS	SP 17 813 0819	
	CYUSP-50MU-000003-1123-01	
	CYUSP-50MU-000002-1123-01	



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INSURANCE AUTHORITY (ACWA) AMENDATORY ENDORSEMENT
ACWA MEMBER LIST ENDORSEMENT
SYSTEMS FAILURE AMENDMENT ENDORSEMENT

CYUSP-50MU-000005-1223-01
SP 17 424 0419



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THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

A handwritten signature in black ink, appearing to read "J. Mott".

Authorized Representative

December 08, 2023

Date

Coalition Insurance Solutions, Inc.



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IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "John Mentz".

John Mentz
President

A handwritten signature in black ink that reads "Regan A. Shulman".

Regan Shulman
Secretary



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IN WITNESS WHEREOF, Ascot Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "J A Sips".

Jeff A. Sips
Corporate Secretary

A handwritten signature in black ink, appearing to read "M Kramer".

Matthew C. Kramer
Chief Executive Officer



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IN WITNESS WHEREOF, Fortegra Specialty Insurance Company has caused this policy to be signed by its President and Secretary at Jacksonville, Florida, and countersigned on the declarations page by a duly authorized representative of the named insured.

A handwritten signature in black ink, appearing to read "RJ S 15" followed by a large, stylized flourish.

President

A handwritten signature in black ink, appearing to read "John" followed by a large, stylized flourish.

Secretary



COALITION CYBER POLICY

SECTION I

INTRODUCTION

This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements.

The insurance provided under this Policy for **claims** made against **you** is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** and reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period. **Claim expenses** reduce the applicable Limits of Liability and are subject to retentions.

Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that:

1. The **claim** is made against **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period;
2. The **incident, privacy liability, or multimedia wrongful act** first took place after the **retroactive date** and before the end of the **policy period**; and
3. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.

THIRD PARTY LIABILITY COVERAGES

- A. NETWORK AND INFORMATION SECURITY LIABILITY **We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a security failure, data breach, or privacy liability.**
- B. REGULATORY DEFENSE AND PENALTIES **We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding for a security failure or data breach.**
- C. MULTIMEDIA CONTENT LIABILITY **We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a multimedia wrongful act.**
- D. PCI FINES AND ASSESSMENTS **We will pay on your behalf PCI fines and assessments that you become legally obligated to pay resulting from a claim against you for a security failure or data breach compromising payment card data.**

FIRST PARTY COVERAGES

- E. BREACH RESPONSE **We will pay on your behalf breach response costs resulting from an actual or suspected security failure or data breach first discovered by you during the policy period.**
- F. CRISIS MANAGEMENT AND PUBLIC RELATIONS **We will pay on your behalf crisis management costs resulting from a public relations event first discovered by you during the policy period.**
- G. CYBER EXTORTION **We will pay on your behalf cyber extortion expenses resulting from cyber extortion first discovered by you during the policy period.**
- H. BUSINESS INTERRUPTION AND EXTRA EXPENSES **We will pay business interruption loss and extra expenses that you incur during the indemnity period directly resulting from the partial or complete interruption of computer systems for a period longer than the waiting period caused by a security failure or systems failure first discovered by you during the policy period.**
- The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of **computer systems** will be the period of time set forth in Item 5.H.i. of the Declarations.
- I. DIGITAL ASSET RESTORATION **We will pay on your behalf restoration costs that you incur because of the alteration, destruction, damage, theft, loss, or inability to access digital assets directly resulting from a security failure first discovered by you during the policy period.**

- J. FUNDS TRANSFER FRAUD **We will pay on your behalf direct funds transfer loss that you incur resulting from a funds transfer fraud first discovered by you during the policy period.**

SECTION III

- EXCLUSIONS – WHAT IS NOT COVERED
- This policy does not apply to and **we** will not make any payment for any **claim expenses, damages, loss, regulatory penalties, PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
- A. BODILY INJURY Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY.
- B. CONFISCATION Confiscation, nationalization, requisition, destruction of, or damage to any property, **computer system**, software, or electronic data by order of any governmental or public authority.
- C. CONTRACTUAL LIABILITY Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:
1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.E, BREACH RESPONSE, to **your** obligations to maintain the confidentiality or security of **personally identifiable information or third party corporate information**;
 2. with respect to the coverage provided by Section II.C, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract;
 3. with respect to the coverage provided by Section II.D, PCI FINES AND ASSESSMENTS; and
 4. to the extent **you** would have been liable in the absence of such contract or agreement.
- D. DIRECTOR & OFFICERS LIABILITY Any act, error, omission, or breach of duty by any director or officer in the discharge of his or her duty if the **claim** is brought by or on behalf of the **named insured, a subsidiary**, or any principals, directors, officers, stockholders, members, or **employees** of the **named insured** or a **subsidiary**.
- E. DISCRIMINATION Any discrimination of any kind.
- F. EMPLOYMENT PRACTICES & DISCRIMINATION Any employer-employee relations, policies, practices, acts, or omissions. However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or to **breach response costs** under Section II.E, BREACH RESPONSE impacting current or former **employees**.

G. FRAUD BY A SENIOR EXECUTIVE

Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

This exclusion will not apply to any **insured** person who did not allegedly or actually participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.

H. GOVERNMENTAL ORDERS Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

I. ILLEGAL REMUNERATION Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

J. INSURED VERSUS INSURED

Any **claim** made by or on behalf of:

1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by an **employee** arising from a **security failure** or **data breach**;
2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or
3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.

K. INTELLECTUAL PROPERTY

Violation or infringement of any intellectual property right or obligation, including:

1. infringement of copyright of software, firmware, or hardware;
2. misappropriation, misuse, infringement, or violation of any patent or trade secret;
3. distribution or sale of, or offer to distribute to sell, any goods, products, or services; or
4. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services;

however, this exclusion will not apply to Section II.C, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY shall not apply to any violation or infringement of any intellectual property right or obligation described in items 1. and 2. above.

- L. MERCHANT LIABILITY Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.D, PCI FINES AND ASSESSMENTS.
- M. NATURAL DISASTER Any physical event or natural disaster, including fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.
- N. NUCLEAR Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- O. POLLUTANTS Any:
1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or
 2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- P. PRIOR KNOWLEDGE
1. any **incident**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim** or **loss** under this Policy; or
 2. any **claim**, **incident**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
- Q. RECALL Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.

- R. REPAIR Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to **damages** that **you** are legally obligated to pay resulting from a **claim** and that are otherwise covered under this Policy, or to coverage afforded under Sections II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, and II.I, DIGITAL ASSET RESTORATION.
- S. RETROACTIVE DATE Any **incident**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **incidents** where the first such act, error, omission, or **incident** first took place prior to the **retroactive date**.
- T. TANGIBLE PROPERTY Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a **security failure**.
- U. THIRD PARTY MECHANICAL FAILURE Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to **business interruption loss** under Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, where such loss arises directly from the **service provider** directly experiencing their own **security failure**.
- V. UNFAIR TRADE PRACTICE Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a **security failure** or **data breach**.
- W. VIOLATION OF ACTS/LAWS Any violation of:
1. the Employee Retirement Income Security Act of 1974 (ERISA);
 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, and any other federal or state securities laws;
 3. the Organized Crime Control Act of 1970 (RICO);
 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM);
 5. Telephone Consumer Protection Act (TCPA);
 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statute; or
 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above.
- X. WAR AND TERRORISM War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to **cyber terrorism**.

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR INCIDENT

You must provide **us** written notice of a **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 60 days after the end of the **policy period** for **claims** made against you or **incidents** discovered by **you** in the last 30 days of the **policy period**.

WHEN THERE IS A CIRCUMSTANCE

If during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a **claim**, **you** may give written notice to **us** through the persons named in Item 8. of the Declarations as soon as practicable during the **policy period**. Such notice must include:

1. a detailed description of the act, event, **security failure**, or **data breach** that could reasonably be the basis for a **claim**;
2. the details of how you first became aware of the act, event, **security failure**, or **data breach**; and
3. the identity of potential claimants.

Any **claim** arising out of a circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.

DUTY TO COOPERATE

We will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. In addition, **you** will make reasonable efforts to promptly address any **computer systems** vulnerabilities that a **senior executive** becomes aware of during the **policy period**. **You** will also cooperate with counsel in the defense of all **claims** and response to all **incidents** and provide all information necessary for appropriate and effective representation.

With respect to Section II.G, CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.

OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY

You will not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment, or award or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph.

Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses** or **loss** under this Policy.

OBLIGATION TO PRESERVE
OUR RIGHT OF SUBROGATION

In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent.

AUTHORIZATION OF NAMED
INSURED TO ACT ON BEHALF
OF ALL INSUREDS

It is agreed that the **named insured** shall act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENSE

We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:

1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or
2. under Section II.B, REGULATORY DEFENSE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

You have the right to select defense counsel from **our** Panel Providers. If **you** would like to retain defense counsel that is not on **our** list of Panel Providers, such counsel will be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld.

We will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages** or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention.

The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defense of the **claim**.

RIGHT TO ASSOCIATE

We have the right, but not the duty, to associate in the investigation and response to any **incident**, including participation in the formation of strategy and review of forensic investigations and reports.

PRE-CLAIM ASSISTANCE

If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request **our** assistance to mitigate against such a **claim** or **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations in legal, forensic, and IT fees. Any such fees must be incurred with **our** prior consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **claim expenses** or **loss** and will be subject to the Limits of Liability that would be applicable if a covered **claim** is made, and is also subject to the Policy's Aggregate Limit of Liability.

SETTLEMENT

If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and
2. fifty percent (50%) of **claim expenses** incurred after such settlement was refused by **you**, plus fifty percent (50%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement.

In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

SETTLEMENT WITHIN
RETENTION

We agree that **you** may settle any **claim** where the total **loss, damages, regulatory penalties, PCI fines and assessments**, and **claim expenses** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

With respect to **business interruption loss** and **extra expenses**, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **computer systems** failure (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:

1. a full description of the circumstances, including, without limitation, the time, place, and cause of the **loss**;
2. a detailed calculation of any **business interruption loss** and **extra expenses**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss** and **extra expenses**.

Any costs incurred by **you** in connection with establishing or proving **business interruption loss** or **extra expenses**, including preparing a proof of loss, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following a **loss**.

SECTION VI

LIMITS OF LIABILITY
AND RETENTION

LIMITS OF LIABILITY

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under this Policy, regardless of the number of **claims, incidents, or insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under each Insuring Agreement, regardless of the number of **claims, incidents, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limit of Liability set forth in Item 4. of the Declarations.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by **you** and cannot be insured.

In the event that **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts arising out of a **claim** or **incident** are subject to more than one Retention, the applicable Retention amount will apply to such **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON-RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

This Policy may be cancelled by **us** for non-payment of premium, or by fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy.

This Policy may be cancelled by the **named insured** by surrender of this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective.

If this Policy is cancelled in accordance with the paragraphs above, the earned premium will be computed pro rata, but the premium will be deemed fully earned if any **claim**, **incident**, or any circumstance that could reasonably be expected to give rise to a **claim**, is reported to **us** on or before the date of cancellation.

If **we** elect not to renew this Policy, **we** shall mail to **you** written notice thereof at least sixty (60) days prior to the expiration of the **policy period**.

We have no obligation to renew this Policy.

OPTIONAL EXTENDED
REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application** for this Policy, or non-payment of premium or Retention, the **named insured** will have the right, upon payment in full of an additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:

- a. one year for an additional premium of 100% of the total annual premium; or
- b. two years for an additional premium of 150% of the total annual premium; or
- c. three years for an additional premium of 200% of the total annual premium

following the effective date of such cancellation or non-renewal.

Such Optional Extended Reporting Period applies only to a **claim** first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty (60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to

the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

SANCTIONS

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.

SECTION IX

DEFINITIONS

Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:

Application

means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured to us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.

Breach notice law

means any statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.

Breach response costs

means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure**;
2. costs to notify individuals affected or reasonably believed to be affected by such **security failure** or **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail;
3. costs to provide government mandated public notices related to such **security failure** or **data breach**;
4. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**;
5. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **security failure** or **data breach** compromising payment card data, and the related requirements under a **merchant services agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **security failure** or **data breach**, or to remediate the breached **computer systems**); and
6. costs to provide up to one year (or longer if required by law) of a credit or identity monitoring program to individuals affected by such **security failure** or **data breach**.

Breach response costs must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on **our** list of Panel Providers.

Business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **business interruption loss** shall not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Claim

means:

1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; and
3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1 above.

All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

Claim expenses

means:

1. reasonable and necessary fees charged by an attorney to which **we** have agreed to defend a **claim**;
2. all other fees, costs, and charges for the investigation, defense, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and
3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds.

Claim expenses do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.

Computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes items 1. to 6. above that are operated by a third party vendor, but only for providing hosted computer application services to **you** pursuant to a written contract.

Continuity date

means the date specified in Item 10. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.

Crisis management costs

means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion to mitigate covered **damages** or **loss** due to a **public relations event**:

1. a public relations or crisis management consultant;
2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**;
3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and
4. other costs approved in advance by **us**.

Cyber extortion

means any threat made by an individual or organization against **you** expressing the intent to:

1. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using a **computer system** without **your** permission, authorization, or consent;
2. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in a **computer system** and is retrievable in a perceivable form;
3. alter, damage, or destroy any computer program, software, or other electronic data that is stored within a **computer system**;
4. maliciously or fraudulently introduce **malicious code** or **ransomware** into a **computer system**; or
5. initiate a **denial of service attack** on a **computer system**;

where such threat is made for the purpose of demanding payment of money, securities, Bitcoin, or other virtual currencies from **you**.

Cyber extortion expenses

means the following reasonable and necessary costs incurred with **our** prior written consent:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; and
2. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**.

The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.

Cyber terrorism

means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.

Damages

means a monetary judgment, award that **you** are legally obligated to pay, or settlement agreed to by **you** and **us**. **Damages** does not mean the following:

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
5. discounts, coupons, prizes, awards, or other incentives offered by **you**;
6. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**; or
7. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

Data breach

means the acquisition, access, theft, or disclosure of **personally identifiable information** by a person or entity, or in a manner, that is unauthorized by **you**.

Denial of service attack

means a deliberate or malicious attack that makes a **computer system** unavailable to its intended users by temporarily or indefinitely disrupting services of a host that **you** use.

Digital asset

means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.

Employee

means any past, present, or future:

1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; and
2. **senior executive**;

but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.

Extra expenses

means **your** reasonable and necessary extra expenses incurred to avoid or minimize a **business interruption loss**, including:

1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients;
2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by the **computer systems** or **service provider**; and
3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix the **security failure** or **systems failure**.

Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before the **security failure** or **systems failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system you** had before the **security failure** or **systems failure** took place.

Funds transfer fraud

means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution, to debit an account of the **named insured** or **subsidiary** and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by an **insured** and impersonates **you** or **your** vendors, business partners, or clients, but was transmitted by someone other than **you**, and without **your** knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an **insured**.

Funds transfer loss

means:

1. loss of money or securities directly resulting from **funds transfer fraud**; and
2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud**.

Funds transfer loss does not mean and will not include the loss of personal money or securities of **your employees**.

Incident	<p>means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, or systems failure.</p> <p>All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.</p>
Indemnity period	<p>means the time period that:</p> <ol style="list-style-type: none">1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event shall the indemnity period exceed 180 days.</p>
Insured, you, or your	<p>means the named insured, a subsidiary, senior executives, and employees.</p>
Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, and restoration costs.</p>
Malicious code	<p>means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of:</p> <ol style="list-style-type: none">1. electronic data used or stored in any computer system or network; or2. a computer network, any computer application software, or computer operating system or related network.
Media content	<p>means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content.</p>
Merchant service agreement	<p>means any agreement between the you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.</p>

Multimedia wrongful act	<p>means any of the following actually or allegedly committed by you in the ordinary course of your business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing media content, including social media authorized by you:</p> <ol style="list-style-type: none">1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts;3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;4. plagiarism, piracy, or misappropriation of ideas under implied contract;5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or6. improper deep-linking or framing within electronic content.
Named insured	<p>means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.</p>
PCI fines and assessments	<p>means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by you under the terms of a merchant services agreement, but only where such fines or assessments result from a security failure. PCI fines and assessments will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.</p>
Personally identifiable information	<p>means any information about an individual that is required by any local, state, federal, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.</p>
Policy period	<p>means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.</p>

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability

means:

1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. **your** failure to comply with those provisions in **your privacy policy** that:
 - a. mandate procedures to prevent the loss of **personally identifiable information**;
 - b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or
 - c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual;provided that no **senior executive** knew of or had reason to know of any such conduct; or
3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.

Privacy policy

means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

Public relations event

means:

1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; or
2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.

Ransomware	means any malicious code designated to block your access to computer systems or digital assets , delete or otherwise harm the computer system or digital assets , or cause a security failure , until a sum of money is paid.
Regulatory penalties	means monetary fines and penalties imposed in a regulatory proceeding to the extent insurable under applicable law. Regulatory penalties will not mean any: <ol style="list-style-type: none">1. costs to comply with injunctive relief;2. costs to establish or improve privacy or security practices; or3. audit, reporting, or compliance costs.
Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding. Regulatory proceeding does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.
Restoration costs	means the reasonable and necessary costs you incur to replace, restore, or recreate digital assets to the level or condition at which they existed prior to a security failure . If such digital assets cannot be replaced, restored, or recreated, then restoration costs will be limited to the actual, reasonable, and necessary costs you incur to reach this determination. Restoration costs do not include: <ol style="list-style-type: none">1. any costs or expenses incurred to update, upgrade, replace, restore, repair, recall, or otherwise improve the digital assets to a level beyond that which existed prior to the security failure;2. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain, or otherwise improve any computer system; or3. the economic or market value of any digital assets, including trade secrets, or the costs to re-perform any work product contained within any digital assets. Restoration costs does not mean and will not include costs for better computer systems or services than you had before the security failure , including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the computer system you had before the security failure took place.
Retroactive date	means the date specified in Item 9. of the Declarations.

Security failure

means the failure of security of **computer systems** which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or
5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password.

Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.

Senior executive

means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.

Service provider

means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Subsidiary

means any organization in which the **named insured**:

1. owns either directly or indirectly 50% or more of the outstanding voting stock; or
2. has recognized the revenues in the **application**.

An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.

The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** or for 90 days, whichever is the earlier, subject to the following criteria:

1. the newly created or acquired **subsidiary** has substantially similar business operations;
2. the new **subsidiary's** gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application**; and
3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER.

Upon receipt of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure

means any:

1. unintentional, unplanned, or unexpected **computer system** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or
2. disruption of **computer systems** by **you**, with **our** written prior consent, in order to mitigate covered **loss** under this Policy.

Systems failure does not include any:

1. failure of a third party technology or cloud service provider that results in an outage that extends beyond **your computer systems**;
2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;
4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control;
5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**;
6. government shutdown of systems or services;
7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or
8. failure or defect in the design, architecture, or configuration of **computer systems**.

Third party corporate information

means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which you are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.

Waiting period

means the number of hours set forth in Item 5. of the Declarations

We, us, or our

means the Company providing this Policy.

SECTION X

OTHER PROVISIONS

OTHER INSURANCE

This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.

NO ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.

Notice of Available Panel Providers

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@thecoalition.com, at 1.833.866.1337, or through the report a claim button at www.thecoalition.com/claims. Panel Providers available to Coalition policyholders are subject to change. The current list is available at www.thecoalition.com/panel.

Data Breach response – U.S. (recommended attorney in brackets)	Mendes & Mount (Peggy Reetz) Lewis Brisbois (Sean Hoar) Mullen Coughlin (Jennifer Coughlin)
Data Breach response – E.U. (recommended attorney in brackets)	Pinsent Mason (Ian Birdsey)
Litigation	Lewis Brisbois Winget Spadafora & Schwartzberg Dentons BakerHostetler
Media Claims	Leopold Petrick & Smith (Louis Petrich) Lewis Brisbois (Elior Shiloh) Duane Morris (Cynthia Counts)
Notification	Epiq Experian
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Mandiant Charles River Associates
PR & Crisis Management	Infinite Global Edelman APCO Worldwide
Forensic Accounting	Baker Tilly (formerly RGL)
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

Coalition policyholders may engage with the following additional vendors with our prior written approval. Coalition policyholders may also engage vendors not listed with our prior written approval.

Notification	AllClear ID
Forensics/Incident Response	CrowdStrike



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
ENDT. NO.: 01

QUOTA SHARE ENDORSEMENT

Form Number	SP 15 629 0218
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:
Arch Specialty Insurance Company 27.5%
Ascot Specialty Insurance Company 15.0%
Certain Underwriters at Lloyd's, London 17.5%
Chaucer Insurance Company DAC 10.0%
Fortegra Specialty Insurance Company 30.0%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
ENDT. NO.: 02

SERVICE OF SUIT ENDORSEMENT

Form Number	SP 14 927 0219
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

It is understood and agreed that in the event **we** fail to pay any amount claimed to be due hereunder, **we**, at the request of the **named insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right by **us** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **named insured** or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of Arch Specialty Insurance Company, One Liberty Plaza, 53rd Floor, New York, NY, USA 10006, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
 ENDT. NO.: 03

COMPUTER REPLACEMENT ENDORSEMENT

Form Number	SP 17 514 0419
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
CR. COMPUTER REPLACEMENT	\$5,000,000	\$50,000

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

CR. COMPUTER REPLACEMENT	We will pay on your behalf computer replacement costs that you incur as a result of the loss of integrity in the firmware of any computer systems you own or lease due to a security failure first discovered by you during the policy period .
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- Section IX, DEFINITIONS is amended by the addition of the following definition:

Computer replacement costs	means the reasonable and necessary costs you incur, with our prior written consent, to restore or replace those computer systems directly impacted by a security failure . Computer replacement costs do not include breach responses costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, or restoration costs .
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4. For purposes of the coverage provided under this Endorsement only, the definitions of "**Computer systems**" and "**Loss**" in Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means: <ol style="list-style-type: none">1. computers and related peripheral components, including Internet of Things (IoT) devices;2. systems and applications software;3. terminal devices;4. related communications networks;5. mobile devices (handheld and other wireless computing devices); and6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and which are owned by you .
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and computer replacement costs.

5. Paragraph T. TANGIBLE PROPERTY, under Section III, EXCLUSIONS – WHAT IS NOT COVERED, is deleted for purposes of the coverage provided under Insuring Agreement, CR. COMPUTER REPLACEMENT.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 04

REPUTATION REPAIR ENDORSEMENT

Form Number	SP 14 802 1117
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered loss due to a public relations event:</p> <ol style="list-style-type: none"> 1. a public relations or crisis management consultant; 2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event; 3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; 4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
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All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 05

REPUTATIONAL HARM LOSS

Form Number	SP 16 383 0718
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
RHL. REPUTATIONAL HARM LOSS	\$5,000,000	Waiting period: 14 days

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

REPUTATIONAL HARM LOSS	<p>We will pay reputational harm loss that you incur during the indemnity period solely and directly resulting from an adverse publication first published during the policy period specifically concerning a security failure, data breach, or cyber extortion first discovered by you and reported to us during the policy period.</p> <p>The waiting period for any reputational harm loss will be the period of time set forth in Item 5. above.</p>
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- For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM OR INCIDENT** is amended to include the following:



Notice of any **adverse publication** will include complete details of the **adverse publication** and the date **you** first became aware of such **adverse publication**, **you** must immediately record the specifics of any **reputational harm loss** resulting therefrom.

4. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

<p>PROOF OF LOSS</p>	<p>With respect to reputational harm loss, you must complete and sign written, detailed, and affirmed proof of loss within 90 days after the adverse publication (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) a full description of the circumstances, including, without limitation, the time and place of the adverse publication; (b) a full description of the circumstances, including, without limitation, the time, place, and cause of the underlying security failure, data breach, or cyber extortion as well as the date of first notice to us; and (c) a detailed calculation of any reputational harm loss; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such reputational harm loss. <p>Any costs incurred by you in connection with establishing or proving reputational harm loss, including preparing a proof of loss, will be your obligation and is not covered under this Policy.</p> <p>Solely with respect to verification of reputational harm loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following a loss.</p>
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5. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IX, DEFINITIONS is amended by the addition of the following:

<p>Adverse publication</p>	<p>means any report or communication to the public through any media channel including, but not limited to television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a security failure, data breach, or cyber extortion that affects any of your customers or clients. All adverse publications relating to the same security failure, data breach or cyber extortion will be deemed to have occurred on the date of the first adverse publication for the purposes of determining the applicable waiting period and indemnity period.</p>
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<p>Reputational harm loss</p>	<p>means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any adverse publication.</p> <p>Reputational harm loss does not include any:</p> <ul style="list-style-type: none"> (a) costs to rehabilitate your reputation, including legal costs or expenses; (b) breach response costs; (c) crisis management costs; (d) costs directly caused by an adverse publication of any occurrence other than a covered security failure, data breach, or cyber extortion. (e) loss arising out of, based upon, or attributable to any publicity that refers or relates to the security or privacy of other entities in the same or similar business or industry as you, including any of your competitors; or (f) any loss resulting from partial or complete interruption of computer systems caused by a security failure. <p>Reputational harm loss will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, or cyber extortion impacting other businesses, loss of market, or any other consequential loss. Further, due consideration shall be given to the following when calculating reputational harm loss:</p> <ul style="list-style-type: none"> (a) the experience of your business before the adverse publication and probable experience thereafter during the indemnity period had there been no adverse publication and to the continuation of normal charges and expenses that would have existed has no adverse publication occurred; and (b) any reputational harm loss made up during, or within a reasonable time after the end of, the indemnity period.
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6. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, the definitions of "**Indemnity period**", "**Incident**" "**Loss**", and "**Waiting period**" under Section IX, DEFINITIONS are deleted and replaced with the following:

<p>Indemnity period</p>	<p>means the one hundred and eighty (180) day period that begins at the conclusion of the waiting period.</p>
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Incident	means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, systems failure or adverse publication.
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and reputational harm loss.
Waiting period	means the amount of time set forth in Item 5. above that must elapse after the date upon which the adverse publication was first disseminated.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 06

SERVICE FRAUD ENDORSEMENT

Form Number	SP 16 183 0518
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
SF. SERVICE FRAUD	\$250,000	\$50,000

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

SF. SERVICE FRAUD	We we will reimburse you for direct financial loss that you incur as the result of you being charged for the fraudulent use of business services resulting from a security failure , provided that such direct financial loss is first discovered by you and incurred by you during the policy period .
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- For purposes of the coverage provided under Insuring Agreement, SF. Service Fraud only, the following definition under Section IX, DEFINITIONS is added:



Business services	<p>means the information technology and telephony business services shown in the Schedule below provided that:</p> <ul style="list-style-type: none">(a) you use such service regularly in the normal course of your business;(b) you are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and(c) such services are provided in accordance with the terms and conditions of a written contract between you and the business service provider. <p style="text-align: center;">Schedule</p> <p>Software as a Service; Platform as a Service; Network as a Service; Infrastructure as a Service; Voice over Internet Protocol; and Telephony Services.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 07

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	SP 17 252 0219
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:



CERTIFIED ACTS OF TERRORISM	<p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p> <p>Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:</p> <ol style="list-style-type: none">1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. <p>The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for damages or loss that is otherwise excluded under this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
 ENDT. NO.: 08

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	SP 17 255 0220
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	<p>In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Policy Declarations.</p> <p>The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage as follows of that portion 80% of the amount of such insured losses that exceeds the applicable insurer retention</p> <p>However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.</p> <p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
ENDT. NO.: 09

MISCELLANEOUS AMENDMENTS (AON) ENDORSEMENT

Form Number	SP 17 010 1218
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS is deleted and replaced with the following:

WHAT WE COVER – OUR INSURING AGREEMENTS	<p>In consideration of the named insured's payment of the premium, in reliance upon the information provided to us, including in and with the application, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, we agree to provide the following insurance coverage provided that:</p> <ol style="list-style-type: none"> The claim is made against you during the policy period, and is reported to us during the policy period or any applicable Optional Extended Reporting Period; The discovery of the incident, privacy liability, or multimedia wrongful act first took place after the retroactive date and before the end of the policy period; and Notice is provided in accordance with SECTION IV, YOUR OBLIGATIONS AS AN INSURED.
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- SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph C. CONTRACTUAL LIABILITY is deleted and replaced with the following:

C. CONTRACTUAL LIABILITY	<p>Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:</p> <ol style="list-style-type: none"> 1. with respect to the coverage provided by Section II.A, Network and information security liability, and Section II.E, BREACH RESPONSE, to your obligations to maintain the confidentiality or security of personally identifiable information or third party corporate information; 2. with respect to the coverage provided by Section II.C, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 3. with respect to the coverage provided by Section II.D, PCI FINES AND ASSESSMENTS; 4. any claim arising out of an actual or alleged violation of your privacy policy; and 5. to the extent you would have been liable in the absence of such contract or agreement.
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3. Paragraph E. DISCRIMINATION, under Section III. EXCLUSIONS – WHAT IS NOT COVERED, is deleted.

4. Section III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph W. VIOLATION OF ACTS/LAWS is amended by the addition of the following language:

However, this exclusion shall not apply to a **claim** against **you** alleging a **data breach** or **privacy liability** in violation of regulation S-P (17 C.F.R. § 248).

5. SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	<p>We will have the right to make any investigation we deem necessary to adjust any claim, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us. You will also cooperate with counsel in the defense of all claims and response to all incidents and provide all information necessary for appropriate and effective representation.</p>
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6. SECTION V, CLAIMS PROCESS, SETTLEMENT is deleted and replaced with the following:

DEFENSE	<p>We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:</p> <ol style="list-style-type: none"> 1. any claim against you seeking damages that are payable under the terms of this Policy; or 2. under Section II.B, REGULATORY DEFENSE AND PENALTIES, any claim in the form of a regulatory proceeding. <p>You have the right to select defense counsel from our Panel Providers. If you would like to retain defense counsel that is not on our list of Panel Providers, such counsel will be mutually agreed upon between you and us, which agreement will not be unreasonably withheld.</p> <p>We will pay claim expenses incurred with our prior written consent, which shall not be unreasonably withheld, with respect to any claim seeking damages or regulatory penalties payable under this Policy. We will have no obligation to pay claim expenses until you have satisfied the applicable Retention.</p> <p>The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of claim expenses. Our duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, we will have the right to withdraw from the defense of the claim.</p>
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7. SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

PROOF OF LOSS	<p>With respect to business interruption loss and extra expenses, you must complete and sign a written, detailed, and affirmed proof of loss within 120 days after your discovery of the computer systems failure (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. a full description of the circumstances, including, without limitation, the time, place, and cause of the loss; 2. a detailed calculation of any business interruption loss and extra expenses; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such business interruption loss and extra expenses. <p>Any costs incurred by you in connection with establishing or proving business interruption loss or extra expenses, including preparing a proof of loss, will be your obligation and is not covered under this Policy.</p> <p>Solely with respect to verification of business interruption loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following a loss.</p>
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8. The following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:

Application	means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the named insured to us in the pastthree (3) years in connection with the request for or underwriting of this Policy, or any prior policy issued by us of which this Policy is a renewal thereof.
Breach notice law	means any local, state, federal or foreign statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose personally identifiable information was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.
Cyber extortion expenses	means the following reasonable and necessary costs incurred with our prior written consent: <ol style="list-style-type: none"> 1. money, securities, Bitcoin or other virtual currencies, or other legal consideration of tender paid at the direction and demand of any person committing cyber extortion and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; and 2. reasonable and necessary costs, fees, and expenses to respond to a cyber extortion. <p>The value of cyber extortion expenses will be determined as of the date such cyber extortion expenses are paid.</p>
Indemnity period	means the time period that: <ol style="list-style-type: none"> 1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and 2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event shall the indemnity period exceed 365 days.</p>



Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Security and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding. Other than the foregoing, regulatory proceeding does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.
Senior executive	means any partner, principal, director, in-house counsel, risk manager, chief information officer, chief information security officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 10

REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA AND GDPR

Form Number	SP 17 147 1119
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd’s, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS, THIRD PARTY LIABILITY COVERAGES, paragraph B is deleted and replaced with the following:

B. REGULATORY DEFENSE AND PENALTIES	We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding.
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2. The definition of “**Regulatory proceeding**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:



Regulatory proceeding	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding:</p> <ol style="list-style-type: none">1. brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a security failure or a data breach; or2. brought for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation arising from a privacy liability. <p>Other than the foregoing, regulatory proceeding does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
 ENDT. NO.: 11

COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT

Form Number	SP 16 777 0918
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION V, CLAIMS PROCESS, DEFENSE is amended to include the following:

DEFENSE	If we request your presence at a trial, hearing, deposition, mediation, or arbitration relating to the defense of any claim , we will pay reasonable costs and expenses of attendance up to a maximum amount of \$250.00 a day per person, subject to a maximum amount of \$25,000 per policy period . Such amounts are part of and not in addition to the Limits of Liability of this Policy.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
 ENDT. NO.: 12

CRIMINAL REWARD COVERAGE

Form Number	SP 16 670 0818
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
CR. CRIMINAL REWARD COVERAGE	\$25,000	\$0

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

CR. CRIMINAL REWARD COVERAGE	We will indemnify the named insured criminal reward costs. No Retention will apply to this insuring agreement.
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- Section IX, DEFINITIONS is amended by the addition of the following definition:

Criminal reward costs	means any amount offered and paid by us for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. Criminal reward costs does not include and this Policy will not cover any amount offered and paid for information provided by you , your auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
ENDT. NO.: 13

DUTY TO COOPERATE ENDORSEMENT

Form Number	SP 17 274 0219
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	We will have the right to make any investigation we deem necessary to adjust any claim, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us . You will also cooperate with counsel in the defense of all claims and response to all incidents and provide all information necessary for appropriate and effective representation.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023
 ENDT. NO.: 14

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	SP 17 275 0219
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A CLAIM OR INCIDENT is deleted and replaced with the following:

WHEN THERE IS A CLAIM OR INCIDENT	You must provide us written notice of a claim or incident through the persons named in Item 8. of the Declarations as soon as practicable once such claim or incident is known to a senior executive . In no event will such notice to us be later than: (i) the end of the policy period ; (ii) or 90 days after the end of the policy period for claims made against you or incidents discovered by you in the last 60 days of the policy period .
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	SP 17 814 0819
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

- Section VI, LIMITS AND RETENTION, RETENTION is deleted and replaced with the following:

Retention	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by you and cannot be insured.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business</p>
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	<p>interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts arise out of a claim or incident that is the direct of a business email compromise, the largest applicable Retention amount will be reduced by 50% subject to a maximum reduction of \$10,000, provided that multi-factor authentication was enabled and required at the time of the applicable incident.</p>
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2. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Business email compromise	means any access to or use of your email system in a manner that is not authorized by you .
Multi-factor authentication	<p>means, in addition to the use of a user ID and password to validate access to your email system, the use of at least one of the following methods of authentication:</p> <ul style="list-style-type: none"> a. a hardware or software token or access card; b. third party authentication applications providing time bound, one-time codes, by a method other than text messaging; or c. text messaging authentication.
Text messaging authentication	The use or receipt of a unique one-time passcode received by text message to a pre-established mobile number linked to the email account on your email system that is being accessed in order to validate access to your email system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT

Form Number	SP 18 435 0720
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5 of the Declarations is amended to include the following

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
PH – Phishing (Impersonation)	\$250,000	\$50,000
PL – Proof of Loss Preparation Expenses	\$250,000	\$50,000

- Section II, WHAT WE COVER – OUR INSURING AGREEMENTS, is amend by the addition of the following:

PH – PHISHING (IMPERSONATION)	We will pay on your behalf phishing response services that you incur resulting from a phishing attack first discovered by you during the policy period.
PL - PROOF OF LOSS PREPARATION EXPENSES	We will pay on your behalf proof of loss preparation expenses.

3. SECTION VI, LIMITS OF LIABILITY AND RETENTION, RETENTION, is deleted and replaced with the following:

Retention	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by you and cannot be insured.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p>
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4. SECTION IX, DEFINITIONS LOSS is deleted and replaced with the following:

Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing response services, proof of loss preparation expenses, and restoration costs
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5. The following definition is added to Section IX, definitions:

Phishing response services	<p>means:</p> <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of a phishing attack; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from a phishing attack; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.
Phishing attack	means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out

	of or result from any security failure .
Proof of loss preparation expenses	means the reasonable and necessary costs you incur with our prior written consent for a third-party forensic accounting firm to assist you with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to business interruption loss or extra expenses covered under this Policy.
Tangible property	means items or objects that can be felt or touched. Tangible property does not include: <ol style="list-style-type: none"> 1. digital assets; 2. any form of intellectual property, including trade secrets; or 3. money, securities or digital currencies.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION

Form Number	CYUSP-50EN-000009-0223-01
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION III, EXCLUSIONS - WHAT IS NOT COVERED is amended by the addition of the following:

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY	<ol style="list-style-type: none"> 1. Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; or 2. Any actual or alleged: (a) wiretapping or eavesdropping; (b) use of web beacons, tracking pixels or other software tools by you or on your behalf that wrongfully acquires, collects, tracks or shares an individual's activity, information or data; or (c) wrongful collection or use of personally identifiable information by you or on your behalf, except this subpart (2)(c) shall not apply to SECTION II.A NETWORK AND INFORMATION SECURITY and SECTION II.B REGULATORY DEFENSE AND PENALTIES for an otherwise covered claim under item 2 in the definition of privacy liability.
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All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYUSP-50EN-000004-1022-01
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is amended to include the following paragraph:

In the event that **you** choose to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response that result in covered **breach response costs, claim expenses, cyber extortion expenses, or restoration costs** under the terms and conditions of this Policy will not be subject to any Retention.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 19

ADDITIONAL INSURED ENDORSEMENT BY CONTRACT

Form Number	SP 14 804 1118
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "**Insured, you, or your**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Insured, you, or your	<p>means:</p> <ol style="list-style-type: none"> 1. the named insured; 2. a subsidiary; 3. senior executives and employees; and 4. with respect to Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY and Section II.B, REGULATORY DEFENSE AND PENALTIES, any person or entity you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the policy period, and solely for such person's or entity's liability arising out of the named insured's or subsidiary's acts (hereafter an additional insured).
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2. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph J. INSURED VERSUS INSURED, is deleted and replaced with the following:



J. INSURED VERSUS INSURED	Any claim made by or on behalf of: <ol style="list-style-type: none">1. an insured under this Policy; however, this exclusion will not apply to an otherwise covered claim made by:<ol style="list-style-type: none">a. an employee arising from a security failure or data breach; orb. an additional insured;2. any business enterprise in which you have greater than a twenty percent (20%) ownership interest; or3. any parent company or other entity that owns more than twenty percent (20%) of an insured.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT

Form Number	SP 15 810 0318
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION is deleted and replaced with the following:

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	<p>In the event of any payment by us under this Policy, we will be subrogated to all of your rights of recovery. You will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable us to bring suit in your name. You will not do anything after an incident or event giving rise to a claim or loss to prejudice such subrogation rights without first obtaining our consent.</p> <p>This obligation does not apply to the extent that the right to subrogate is waived by you under a written contract with that person or organization, prior to the incident or event giving rise to the claim or loss</p>
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All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

INDEPENDENT CONTRACTOR ENDORSEMENT

Form Number	SP 15 379 1217
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of “**Insured, you or your**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Insured, you, or your	Means the named insured , a subsidiary , senior executive , employees and person who is an independent contractor, but only while acting under the direct supervision of, and on behalf of, the named insured .
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT

Form Number	SP 18 135 0120
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5.H. of the Declarations is deleted and replaced with following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
H. BUSINESS INTERRUPTION, AND EXTRA EXPENSE	\$5,000,000	\$50,000	
		i. Waiting period:	8 hours
		iii. Enhanced waiting period:	1 hour
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	N/A		
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEM FAILURE SUBLIMIT	N/A		
UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	\$2,500,000		

UNSCHEDED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEM FAILURE SUBLIMIT	\$2,500,000
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2. Section VI, LIMITS OF LIABILITY AND RETENTION LIMITS OF LIABILITY is amended to include the following:

The Scheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **security failure of computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Scheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses System Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **system failure of computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Unscheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **security failure of computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Unscheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses System Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **system failure of computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Non-IT Provider Contingent Business Interruption and Extra Expense Sublimits set forth above are part of, and not in addition to, the Limit of Liability for Business Interruption and Extra Expenses set forth in Item 5. of the Declarations.

3. For the purposes of the **business interruption** and **extra expenses** coverage provided under Insuring Agreement H. BUSINESS INTERRUPTION and EXTRA EXPENSE only, the definitions of **“Computer Systems”** and **“Systems Failure”** under Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means:
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	<ol style="list-style-type: none"> 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by you on your own behalf. Computer systems also includes items 1-6 above that are operated by:</p> <ol style="list-style-type: none"> a. a third-party vendor but only for providing hosted computer application services to you; b. a scheduled non-IT vendor; or c. an unscheduled non-IT vendor.
<p>System failure</p>	<p>means any:</p> <ol style="list-style-type: none"> 1. unintentional, unplanned, or unexpected computer systems disruption, damage, or failure where the proximate cause is not a security failure, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); 2. voluntary disruption or shutdown of computer systems by you in order to mitigate or prevent covered loss under this Policy; or 3. voluntary disconnection by you from any computer systems operated by any: <ol style="list-style-type: none"> a. third party vendor for providing hosted application services to you pursuant to a written contract; b. scheduled non-IT vendor; or c. unscheduled non-IT vendor, in order to mitigate or prevent covered loss covered under this Policy. <p>Systems failure does not include any:</p> <ol style="list-style-type: none"> 1. voluntary disruption or shutdown of any computer systems by any: <ol style="list-style-type: none"> a. third party vendor for providing hosted application services to you pursuant to a written contract; b. scheduled non-IT vendor; or c. unscheduled non-IT vendor. 2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure; 3. suspension, cancellation, revocation, or failure to renew any

	<p>domain names or uniform resource locators;</p> <ol style="list-style-type: none"> 4. failure of power supply and other utilities unless the provision of power and other utility services is under the named insured's direct control; 5. failure to adequately anticipate or capacity plan for normal and above operational demand for computer systems except where this demand is a denial of service attack; 6. government shutdown of systems or services; 7. ordinary wear and tear or gradual deterioration of the physical components of computer systems; or 8. failure or defect in the design, architecture, or configuration of computer systems.
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4. For purposes of this endorsement only, the following definitions are added to Section IX, Definitions:

Scheduled non-IT vendor	<p>means an entity listed in the Schedule of Non-IT Providers below that provides services or products to you, pursuant to a written contract, other than hosted computer application services you use regularly in the normal course of your business.</p> <p>Schedule of Non-IT Vendors</p> <ol style="list-style-type: none"> 1.
Unscheduled non-IT vendor	<p>means an entity, other than an insured, not listed in the Schedule of Non-IT Providers that provides services or products to you, pursuant to a written contract, other than hosted computer application services you use regularly in the normal course of your business.</p> <p>In no event will any entity be considered an unscheduled non-IT vendor to the extent that it operates as:</p> <ol style="list-style-type: none"> 1. a public utility (including without limitation, a provider or electricity, gas, water, or telecommunications services); 2. an internet service provider (including any provider of internet connectivity); or 3. a securities or exchange market.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 25

FUNDS TRANSFER LOSS ENDORSEMENT REQUIRING AUTHENTICATION

Form Number	SP 17 168 0720
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Funds transfer fraud**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Funds transfer fraud	<p>means a fraudulent instruction transmitted by electronic means, including through social engineering, to you or your financial institution directing you, or the financial institution, to debit an account of the named insured or subsidiary and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by you or your vendors, business partners, or clients, and impersonates such party, but was transmitted by someone other than you or your vendors, business partners, or clients, and without such party's knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an insured.</p> <p>Funds transfer fraud will not include loss arising out of any fraudulent request to change instruction or create a new instruction received by you or your financial institution that is not authenticated by you or your financial institution by means of a secondary method of authentication to verify the authenticity or validity of such instruction in addition to the original method of authentication undertaken. Such secondary method of authentication must verify all of the recipient's banking information including financial institution name and account number.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

SCHEDULED FORENSIC VENDOR ENDORSEMENT

Form Number	SP 16 869 1018
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B087519C0DW5002), Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- SECTION V, CLAIMS PROCESS, DEFENSE is amended to include the following:

DEFENSE	You have the right to select a forensic vendor from: (i) our Panel Providers; or (ii) a chosen forensic vendor , instead of a vendor on our list of Panel Providers, at maximum hourly rates of \$350 per hour, per the terms of this Policy.
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- Section IX, DEFINITIONS is amended by the addition of the following definition:

Chosen forensic vendor	means: <ol style="list-style-type: none"> Stroz Freidberg
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All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 28

INVOICE MANIPULATION ENDORSEMENT

Form Number	SP 17 813 0819
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit / Sublimit	Retention
IM. INVOICE MANIPULATION	\$250,000	\$50,000

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

IM. INVOICE MANIPULATION	We will pay you invoice manipulation loss that you incur directly resulting from any invoice manipulation first discovered by you during the policy period.
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- Section IX, DEFINITIONS is amended by the addition of the following definitions:

Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure .
Invoice Manipulation Loss	means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as a direct result of an invoice manipulation .

- For purposes of the coverage provided under this Endorsement only, the following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:



Incident	means cyber extortion, data breach, funds transfer fraud, invoice manipulation, public relations event, security failure, or systems failure. All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, invoice manipulation loss, and restoration costs.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT NO.: 29

MISCELLANEOUS AMENDMENTS (AON) ENDORSEMENT - ACWA

Form Number	CYUSP-50MU-000003-1123-01
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Chaucer Insurance Company DAC, Certain Underwriters at Lloyd's, London (under binding Authority UMR: B087519C0DW5002)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS is deleted and replaced with the following:

WHAT WE COVER – OUR INSURING AGREEMENTS	<p>In consideration of the named insured's payment of the premium, in reliance upon the information provided to us, including in and with the application, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, we agree to provide the following insurance coverage provided that:</p> <ol style="list-style-type: none"> The claim is made against you during the policy period, and is reported to us during the policy period or any applicable Optional Extended Reporting Period;
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	<ol style="list-style-type: none"> 2. The discovery of the incident, privacy liability, or multimedia wrongful act first took place after the 3. retroactive date and before the end of the policy period; and 4. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.
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2. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph C. CONTRACTUAL LIABILITY is deleted and replaced with the following:

<p>C. CONTRACTUAL LIABILITY</p>	<p>Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:</p> <ol style="list-style-type: none"> 1. with respect to the coverage provided by Section II, A. NETWORK AND INFORMATION SECURITY LIABILITY, and Section I, E. BREACH RESPONSE, to your obligations to maintain the confidentiality or security of personally identifiable information or third party corporate information; 2. with respect to the coverage provided by Section II, C. MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 3. with respect to the coverage provided by Section II, D. PCI FINES AND ASSESSMENTS; 4. any claim arising out of an actual or alleged violation of your privacy policy; and 5. to the extent you would have been liable in the absence of such contract or agreement.
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3. Paragraph E. DISCRIMINATION, under Section III, EXCLUSIONS – WHAT IS NOT COVERED, is deleted.
4. Section III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph W. VIOLATION OF ACTS/LAWS is amended by the addition of the following language:

However, this exclusion shall not apply to a **claim** against **you** alleging a **data breach or privacy liability** in violation of regulation S-P (17 C.F.R. § 248).

5. SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	<p>We will have the right to make any investigation we deem necessary to adjust any claim, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us. You will also cooperate with counsel in the defense of all claims and response to all incidents and provide all information necessary for appropriate and effective representation.</p>
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6. SECTION V, CLAIMS PROCESS, SETTLEMENT is deleted and replaced with the following:

DEFENSE	<p>We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:</p> <ol style="list-style-type: none"> 1. any claim against you seeking damages that are payable under the terms of this Policy; or 2. under Section II.B, REGULATORY DEFENSE AND PENALTIES, any claim in the form of a regulatory proceeding. <p>You have the right to select defense counsel from our Panel Providers. If you would like to retain defense counsel that is not on our list of Panel Providers, such counsel will be mutually agreed upon between you and us, which agreement will not be unreasonably withheld.</p> <p>We will pay claim expenses incurred with our prior written consent, which shall not be unreasonably withheld, with respect to any claim seeking damages or regulatory penalties payable under this Policy. We will have no obligation to pay claim expenses until you have satisfied the applicable Retention.</p> <p>The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of claim expenses. Our duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, we will have the right to withdraw from the defense of the claim.</p>
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7. The following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:

<p>Breach notice law</p>	<p>means any local, state, federal or foreign statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose personally identifiable information was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.</p>
<p>Cyber extortion expenses</p>	<p>means the following reasonable and necessary costs incurred with our prior written consent, which shall not be unreasonably withheld:</p> <ol style="list-style-type: none"> 1. money, securities, Bitcoin or other virtual currencies, or other legal consideration of tender paid at the direction and demand of any person committing cyber extortion and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; and 2. reasonable and necessary costs, fees, and expenses to respond to a cyber extortion. <p>The value of cyber extortion expenses will be determined as of the date such cyber extortion expenses are paid.</p>
<p>Indemnity period</p>	<p>means the time period that:</p> <ol style="list-style-type: none"> 1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and 2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event shall the indemnity period exceed 365 days.</p>
<p>Regulatory proceeding</p>	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Security and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.</p>

	Other than the foregoing, regulatory proceeding does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

**ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE
AUTHORITY (ACWA) AMENDATORY ENDORSEMENT**

Form Number:	CYUSP-50MU-000002-1123-01
Effective Date of Endorsement:	July 01, 2023
Named Insured:	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number:	C-4LQ4-231954-CYBER-2023
Issued by: (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Chaucer Insurance Company DAC, Certain Underwriters at Lloyd's, London (under binding Authority UMR: B087519C0DW5002)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The preamble to **Item 5.** of the Policy Declarations, **Insuring Agreement(s) purchased, Limits of Liability, and Retentions**, is deleted and replaced with the following, which also applies to any endorsement attached to this Policy:

Coverage under this Policy is provided only for those Insuring Agreements for which a Limit of Liability appears below. If no Limit of Liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability of \$5,000,000, as shown in Item 4., is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. If the Aggregate Policy Limit of Liability, in the amount of \$5,000,000, is exhausted, the Insurer(s) have no further obligations under this Policy.

2. SECTION VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced with the following:

<p>LIMITS OF LIABILITY</p>	<p>The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations, in the amount of <u>\$5,000,000</u>, is the maximum amount we will be liable to pay for all combined damages, loss, PCI fines and assessments, regulatory penalties, claim expenses, and other amounts under this Policy, regardless of the number of claims, incidents or insureds (including members). If the <u>\$5,000,000</u> Aggregate Policy Limit of Liability is exhausted, it will not be reinstated and under no circumstances will we have any further obligation to pay any additional amounts under this Policy.</p> <p>For all Insuring Agreements other than J. Funds Transfer Fraud and SF. Service Fraud, the <u>\$3,000,000</u> “Aggregate Member/Insured Sub-Limit of Liability” noted in Item 4. of the Declarations is the maximum amount we will be liable to pay for all combined damages, loss, PCI fines and assessments, regulatory penalties, claim expenses, and other amounts under this Policy to any one member/insured.</p> <p>For Insuring Agreement J. Funds Transfer Fraud, the <u>\$100,000</u> “Per Member/Insured” Limit of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay to any one member/insured for all funds transfer loss under this Policy, regardless of the number of incidents, and subject to the <u>\$250,000</u> Aggregate Sub-Limit of Liability set forth in Item 5. The <u>\$250,000</u> Aggregate Sub-Limit of Liability set forth in Item 5. is the maximum amount we will be liable to pay for all combined funds transfer loss under this Policy, regardless of the number of incidents or insureds (including members).</p> <p>For Insuring Agreement SF. Service Fraud, the <u>\$100,000</u> “Per Member/Insured” Limit of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay to any one member/insured for all covered amounts under Insuring Agreement SF. Service Fraud, regardless of the number of incidents, and subject to the <u>\$250,000</u> Aggregate Sub-Limit of Liability set forth in Item 5. The <u>\$250,000</u> Aggregate Sub-Limit of Liability set forth in Item 5. is the maximum amount we will be liable to pay for all combined covered amounts under Insuring Agreement SF. Service Fraud, regardless of the number of incidents or insureds (including members).</p>
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	<p>The Limits/Sub-Limits of Liability set forth in Item 5. of the Declarations (including any Limit of Liability provided in any endorsement to this Policy), are part of, and not in addition to, the <u>\$5,000,000</u> Aggregate Policy Limit of Liability set forth in Item 4.</p> <p>The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.</p> <p>Our Limits/Sub-Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limits of Liability set forth in Item 4. of the Declarations. Under no circumstances will the Limits of Liability be reinstated for the Optional Extended Reporting Period.</p>
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3. SECTION III, EXCLUSIONS - WHAT IS NOT COVERED, Paragraph A. BODILY INJURY, is deleted and replaced with the following:

A. BODILY INJURY	<p>Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any claim for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.C, MULTIMEDIA CONTENT LIABILITY.</p>
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4. SECTION IV, YOUR OBLIGATION AS AN INSURED, AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS is deleted and replaced with the following:

AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS	<p>Where there is more than one named insured listed in Item 1. of the Policy Declarations or by endorsement to this Policy, then for the purpose of this clause only, the named insured is deemed to be the first entity listed under Item 1 of the Policy Declarations.</p> <p>With the exception of the giving of notice of a claim or incident pursuant to SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A CLAIM OR INCIDENT, it is agreed that the first named insured, Association of California Water Agencies Joint Powers Insurance Authority, shall act on behalf of all insureds (including members) with respect to the giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to</p>
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	tender the defense of a claim to us , and exercising or declining to exercise of any right to an Optional Extended Reporting Period.
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5. SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

PROOF OF LOSS	<p>With respect to business interruption loss and extra expenses, you must complete and sign a written, detailed, and affirmed proof of loss within 120 days after your discovery of the computer systems failure (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. a full description of the circumstances, including, without limitation, the time, place, and cause of the loss; 2. a detailed calculation of any business interruption loss and extra expenses; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such business interruption loss and extra expenses. <p>Any costs incurred by you in connection with establishing or proving business interruption loss or extra expenses, including preparing a proof of loss, will be your obligation and is not covered under this Policy.</p> <p>Solely with respect to verification of business interruption loss, you agree to cooperate with, and provide any additional information reasonably requested by us, in our investigation of the claimed business interruption loss, including our right to examine the pertinent books and records related to your proof of loss.</p>
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6. SECTION VI, LIMITS OF LIABILITY AND RETENTION, RETENTION, is amended to include the following:

Notwithstanding the above, the Retention applicable to SECTION II, J. FUNDS TRANSFER FRAUD, can be satisfied by the payment of funds transfer loss paid to the **named insured** (including **members**) under a commercial crime policy, or any other insurance policy, provided that the applicable limit of liability of such policy is exhausted by the payment of funds transfer loss.

7. The second paragraph of SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION AND NON-RENEWAL is deleted and replaced with the following:

This Policy may be cancelled by **us** for non-payment of premium, or by fraud by **you** or material misrepresentation by a **senior executive** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy.

8. SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, OPTIONAL EXTENDED REPORTING PERIOD is deleted and replaced with the following:

<p>OPTIONAL EXTENDED REPORTING PERIOD</p>	<p>In the event of cancellation or non-renewal of this Policy, by either the named insured or us, for reasons other than fraud or material misrepresentation in the application for this Policy, or non-payment of premium or Retention, the named insured will have the right, upon payment in full of an additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:</p> <ul style="list-style-type: none"> a. one year for an additional premium of 75% of the total annual premium; or b. two years for an additional premium of 125% of the total annual premium; or c. three years for an additional premium of 150% of the total annual premium; or d. four years for an additional premium of 175% of the total annual premium; or e. five years for an additional premium of 225% of the total annual premium <p>following the effective date of such cancellation or non-renewal.</p> <p>Such Optional Extended Reporting Period applies only to a claim first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the retroactive date and before the end of the policy period; subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.</p>
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	<p>The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the named insured or the named insured's successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.</p> <p>The named insured's right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to us. If such written notice is not given to us, the named insured will not, at a later date, be able to exercise such right.</p> <p>At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and, in the event the named insured terminates the Optional Extended Reporting Period before its expiring date, we will not be liable to return any portion of the premium for the Optional Extended Reporting Period.</p> <p>The fact that the time to report claims under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at our sole option.</p>
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9. The definition of “**employee**” in Section IX. DEFINITIONS, is amended to add the following paragraph:

Employee also means any intern of the **named insured** or **subsidiary** but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.

10. Notwithstanding any provision to the contrary in this Policy (including any endorsements thereto), SECTION XI, DEFINITIONS, “**Indemnity period**” subpart 2.(ii) is amended as follows:

(ii) could have ended if **you** had acted with reasonable due diligence and dispatch.

11. The following definitions under SECTION IX. DEFINITIONS are deleted and replaced with the following:

<p>Application</p>	<p>means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the named insured to us in connection with the request for or underwriting of this Policy.</p>
<p>Breach response costs</p>	<p>means the following reasonable and necessary costs you incur with our prior written consent in response to an actual or suspected security failure or data breach:</p> <ol style="list-style-type: none"> 1. computer forensic professional fees and expenses to determine the cause and extent of a security failure; 2. costs to notify individuals affected or reasonably believed to be affected by such security failure or data breach, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail; 3. costs to provide government mandated public notices related to such security failure or data breach; 4. legal fees and expenses to advise you in connection with your investigation of a security failure or data breach and to determine whether you are legally obligated under a breach notice law to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such security failure or data breach; 5. legal fees and expenses to advise you in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a security failure or data breach compromising payment card data, and the related requirements under a merchant services agreement (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of PCI fines and assessments for a covered security failure or data breach, or to remediate the breached computer systems); and 6. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, or identity restoration or identity repair services to individuals affected by such security failure or data breach.

	<p>Breach response costs must be incurred within one year of your discovery of an actual or suspected security failure or data breach. You have our prior consent, which shall not be unreasonably withheld, to incur breach response costs in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on our list of Panel Providers.</p>
<p>Computer systems</p>	<p>means:</p> <ol style="list-style-type: none"> 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software, including SCADA and Industrial Control Systems; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by you on your own behalf. Computer systems includes items 1. to 6. above that are operated by a third party vendor, but only for providing hosted computer application services to you pursuant to a written contract.</p>
<p>Damages</p>	<p>means a monetary judgment, including pre-judgment and post-judgment interest, award that you are legally obligated to pay, or settlement agreed to by you and us. Damages does not mean the following:</p> <ol style="list-style-type: none"> 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or owed to you for goods or services already provided or contracted to be provided; 3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, but only to the extent such liquidated damages exceed the amount for which the insured would have been liable in the absence of any agreement to pay such liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;

	<ol style="list-style-type: none"> 4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages; 5. discounts, coupons, prizes, awards, or other incentives offered by you; 6. fines, costs, assessments, or other amounts you are responsible to pay under a merchant services agreement; or 7. any amounts for which you are not liable, or for which there is no legal recourse against you.
Senior Executive	means any director, commissioner, general counsel, chief information officer, chief information security officer, chief financial officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.
Subsidiary	<p>means any organization in which the named insured:</p> <ol style="list-style-type: none"> 1. owns either directly or indirectly 50% or more of the outstanding voting stock; and 2. has recognized the revenues in the application. <p>An organization ceases to be a subsidiary on the date during the policy period, that the named insured's ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.</p> <p>The named insured will give written notice to us of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. No coverage is granted for such acquired or created organization under this Policy unless and until agreed by us in writing. Upon receipt of notice of such acquisition or creation, we may, at our sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions.</p>

12. The following definition is added to SECTION IX. DEFINITIONS:

Member	means the public water agencies of the named insured scheduled in the "Member List Endorsement" to this Policy.
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All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 32

SYSTEMS FAILURE AMENDMENT ENDORSEMENT

Form Number	SP 17 424 0419
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IX, DEFINITIONS, "**Systems failure**" is deleted and replaced with the following:

Systems failure	<p>means any:</p> <ol style="list-style-type: none"> 1. unintentional, unplanned, or unexpected computer system disruption, damage, or failure where the proximate cause is not a security failure, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of computer systems or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption of computer systems by you, with our prior consent, in order to mitigate covered loss under this Policy.
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	<p>Systems failure does not include any:</p> <ol style="list-style-type: none">1. failure of a third party technology or cloud service provider that results in an outage that extends beyond your computer systems;2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;4. failure of power supply and other utilities unless the provision of power and other utility services is under the named insured's direct control;5. failure to adequately anticipate or capacity plan for normal and above operational demand for computer systems except where this demand is a denial of service attack;6. government shutdown of systems or services;7. ordinary wear and tear or gradual deterioration of the physical components of computer systems; or8. failure or defect in the design, architecture, or configuration of computer systems.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4LQ4-231954-CYBER-2023

ENDT. NO.: 33

POLICY CHANGES

Form Number	SP 15 654 0219
Effective Date of Endorsement	July 01, 2023
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Filing Policy Number	C-4LQ4-231954-CYBER-2023
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that this endorsement changes the policy effective on the inception date of the policy, unless another date is indicated above, in the following particulars:

The following item(s):	is (are) deleted and replaced with the following:
<input type="checkbox"/> Master Policy Number	
<input type="checkbox"/> Item 1. Insured's Name and Address	
<input type="checkbox"/> Item 2. Policy Period	
<input type="checkbox"/> Item 4. Aggregate Policy Limit of Liability	
<input type="checkbox"/> Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions	
<input type="checkbox"/> Item 9. Retroactive Date	
<input type="checkbox"/> Item 10. Continuity Date	
<input type="checkbox"/> Item 11. Optional Extended Reporting Period	
<input type="checkbox"/> Item 12. Choice of Law	
<input checked="" type="checkbox"/> Endorsement No. 24 and 26	No replacement
for no additional premium.	

All other terms and conditions of this Policy remain unchanged.



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.