



X<sup>L</sup> Insurance



October 26, 2018

Ms. Melissa Burns  
Aon Risk Services Central, Inc.  
200 East Randolph Street  
Chicago, IL 60601

RE: ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
Policy Number : MTP9033976 02

Dear Melissa:

We are pleased to enclose an original and one (1) copy of the above captioned policy.

Thank you for placing your insurance coverage with XL Catlin. We at XL Catlin feel that a key element of service to our brokers and insureds is efficient claims handling.

Enclosed please find instructions that should be followed in the event of a claim. Should any problems or questions arise concerning claims reporting procedures, you may contact XL Catlin Claims Administrators, Inc. at 1-800-432-2481.

Thank you for considering our office.

Sincerely,



Scott Schleicher  
Senior Underwriter  
XL Catlin

Enclosures

WINS ACCOUNT # 0005242073



Claims Reporting Information

**XL CATLIN**

Please be advised of the following claims reporting address:

via email:

[proclaimnewnotices@xlcatalin.com](mailto:proclaimnewnotices@xlcatalin.com)

**OR**

via regular mail:

XL Catlin  
c/o Xerox  
PO Box 614002  
Orlando, FL 32861-4002

# CyberRiskConnect

## Privacy, Security and Technology Insurance



Thank you for choosing XL Catlin for your cyber insurance. We value your business and look forward to working with you. Please use the information below for contacting XL Catlin's Breach Hotline and for accessing XL Catlin's online cyber risk management portal, [CyberRiskConnect.com](https://cyberriskconnect.com).

### XL Catlin Breach Hotline

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Should you experience a data breach or cyber security breach, call the XL Catlin Breach Hotline at [1-855-566-4724](tel:1-855-566-4724) to obtain immediate triage assistance. Please be aware that contacting the hotline does not satisfy the claim notification requirements of your policy. For claim notification requirements, refer to your policy.

### CyberRiskConnect.com

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As an XL Catlin policyholder, your company has exclusive access to XL Catlin's proprietary online resource, [CyberRiskConnect.com](https://cyberriskconnect.com).

Follow these steps to register:

1. Using a web browser navigate to: <https://cyberriskconnect.com/>
2. Complete the New User Registration section including your access code. Your access code is 10448.

This web portal contains cyber risk pre and post breach risk management including:

- **Cyber Liability Library:** latest cyber risk articles and videos, as well as product and policy information from our XL Catlin cyber team
- **Cyber Training Videos:** a series of educational videos designed to help train clients on their role in keeping sensitive information secure focusing on network security and privacy, incident response planning, the importance of risk assessments and HIPAA
- **Incident Roadmap:** suggested steps to take following a data breach of cyber security breach
- **Vendor Partner Resources:** a directory to help clients gain quick access to our recently expanded, pre-qualified network of third-party vendors with expertise in pre- and post-breach disciplines, including network vulnerability testing, IT risk assessments, incident response planning, security awareness training, PCI compliance, security incident response planning, data breach tabletops, and more
- **Meet the Team:** includes XL Catlin's Cyber & Technology underwriting and claims team contact information
- **News Center:** articles and commentary discussing trends, major breach events, security awareness strategies, risk management guidance, and helpful industry links
- **Risk Manager's Toolbox:** includes a cyber-risk assessment survey, breach notification guides, what-if modelling tools to estimate the cost of a breach, research tools to monitor the type, frequency and severity of incidents

*Please note CyberRiskConnect.com is a private site for customers of XL Catlin only. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the access code provided to you. Up to five individuals from your organization may register and use the portal. This portal contains a directory of experienced providers of cyber risk management and breach services. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.*

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The XL Catlin insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

#### Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

#### Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

#### Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

#### Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

### Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.



# NOTICE TO POLICYHOLDERS

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## IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

**XL Catlin  
Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040  
1-800-622-7311**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

**Department of Consumer Affairs  
Consumer Information Division  
1625 North Market Blvd., Suite N 112  
Sacramento, CA 95834**

Internet Website: [www.dca.ca.gov](http://www.dca.ca.gov)

**1-800-952-5210  
1-800-326-2297 (TDD Number)  
916-445-1254 (If calling from within the Sacramento area)  
916-928-1227 (TDD Number if calling from within the Sacramento area)**

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
<b>New Mexico</b>	<b>ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.</b>

# NOTICE TO POLICYHOLDERS

<p><b>New York</b></p>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<p><b>Ohio</b></p>	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
<p><b>Oklahoma</b></p>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
<p><b>Pennsylvania</b></p>	<p><b>All Commercial Insurance, Except As Provided for Automobile Insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<p><b>Puerto Rico</b></p>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>

## NOTICE TO POLICYHOLDERS

<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	<p><b>All Commercial Insurance, Except As Provided for Workers' Compensation</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

## NOTICE TO POLICYHOLDERS

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### CALIFORNIA

#### SURPLUS LINES 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 FOLLOWING TOLL-FREE TELEPHONE NUMBER 800-927-4357 OR INTERNET WEBSITE [www.insurance.ca.gov](http://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 CONTACT THE NAIC'S INTERNET WEB SITE AT [www.naic.org](http://www.naic.org).

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.**
  
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. 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](http://www.insurance.ca.gov).**
  
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND 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.**

# CyberRiskConnect

Privacy, Security and Technology Insurance

## DECLARATION PAGE

<b>POLICY NUMBER:</b>	MTP9033976 02	<b>INSURANCE COMPANY:</b>	Indian Harbor Insurance Company
<b>RENEWAL OF:</b>	MTP9033976 01	<b>REGULATORY OFFICE:</b>	505 Eagleview Blvd. Suite 100, Exton, PA 19341-1120

### ITEM 1. NAMED INSURED

Named Insured	ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001
Address	2100 PROFESSIONAL DRIVE ROSEVILLE, CA 95650

### ITEM 2. POLICY PERIOD

Effective Date	October 1, 2018	Expiration Date	October 1, 2019
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### ITEM 3. COVERAGE SCHEDULE

Combined Limits - Combined Policy Aggregate Limit		\$ 5,000,000	
THIRD PARTY LIABILITY COVERAGES	LIMIT	RETENTION	RETRO DATE
Technology Products And Services	N/A	N/A	N/A
Professional Services	N/A	N/A	N/A
Media	\$ 3,000,000	\$ 10,000	Full Prior Acts
Privacy And Cyber Security	\$ 3,000,000	\$ 10,000	Full Prior Acts
Privacy Regulatory Defense, Awards And Fines	\$ 3,000,000	\$ 10,000	Full Prior Acts
FIRST PARTY COVERAGES	LIMIT	WAITING PERIOD	
Business Interruption And Extra Expense	Loss Of Business Income	\$ 3,000,000	10 Hours
	Extra Expense	\$ 3,000,000	\$ 10,000
Data Recovery	\$ 3,000,000	\$ 10,000	
Cyber-Extortion And Ransomware	\$ 3,000,000	\$ 10,000	
Data Breach Response And Crisis Management Coverage	\$ 3,000,000	\$ 10,000	
<b>ITEM 4. PREMIUM</b>		\$ 91,805	

Revenue < \$5,000,000 = Retention is \$10,000; \$5,000,000 to \$25,000,000 = Retention is \$25,000; > \$25,000,000 = Retention is \$50,000

### ITEM 5. PROFESSIONAL SERVICES

N/A
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ITEM 6. NOTICE OF CLAIM	
By email: <a href="mailto:proclaimnewnotices@xlcatlin.com">proclaimnewnotices@xlcatlin.com</a>	BY CERTIFIED POST MAIL: XL Catlin, P.O. Box 614002, Orlando, Florida 32861-4002
ITEM 7. XL CATLIN BREACH HOTLINE	
	1-855-566-4724

ITEM 8. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE		
Endorsement Number	Endorsement Form Number	Endorsement Title
	TRD 050 0717	CyberRiskConnect Privacy, Security and Technology Insurance
	PN CW 02 1015	Privacy Policy
	PN CW 05 1017	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
	PN CA 02 0117	Important Information to Policyholders - California
	PN CW 01 0617	Notice To Policyholders - Fraud Notice
	PN CA 05 0117	California Surplus Lines Notice
	IL MP 9104 0314 IHIC	In Witness - Indian Harbor Insurance Company
Endorsement No. 001	TRD 419 0617	Long Named Insured Endorsement
Endorsement No. 002	TRD 437 0917	Dependent Business Interruption Coverage Endorsement
Endorsement No. 003	TRD 438 0917	Dependent Business Interruption - System Failure Coverage Endorsement
Endorsement No. 004	TRD 439 0917	System Failure Coverage Endorsement
Endorsement No. 005	TRD 454 1017	PCI DSS Coverage Amendatory Endorsement
Endorsement No. 006	TRD 469 1017	Social Engineering Financial Fraud Endorsement
Endorsement No. 007	TVI 900 0817	Certified Acts of Terrorism Coverage and Premium Disclosure
Endorsement No. 08	TRD 434 0917	GDPR Amendatory Endorsement
Endorsement No. 009	TRD 575 0418	Per Member Aggregate Limit Endorsement With Specified Retroactive Date
Endorsement No. 010	XL-CASOP 0118	Service of Process

ITEM 9. PRODUCER	
NAME	Aon Risk Services Central, Inc.
ADDRESS	200 East Randolph Street Chicago, IL 60601



# CyberRiskConnect

Privacy, Security and Technology Insurance



XL CATLIN

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## POLICY FORM

**SECTION I.A. OF THIS POLICY IS A THIRD PARTY LIABILITY COVERAGE SECTION AND APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN ACCORDANCE WITH THE POLICY. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THE POLICY CAREFULLY.**

Words and phrases in blue are defined in Section IV. [Definitions](#).

In consideration of the premium paid by the [Named Insured](#) in reliance upon the [application](#), and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the [Insurer](#) and the [Insured](#) agree, with respect to the Insuring Agreements purchased, as stated on the Declarations page, as follows:

### I. Insuring Agreements

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#### A. Third Party Liability Coverages

The [Insurer](#) will pay on behalf of an [Insured claim expenses](#) and [damages](#) in excess of the applicable retention that the [Insured](#) is legally obligated to pay as the result of a [claim](#) first made against the [Insured](#) during the [policy period](#) or Extended Reporting Period (if applicable) alleging a:

1. Technology Products and Services  
[technology wrongful act](#);
2. Professional Services  
[professional services wrongful act](#);
3. Media  
[media wrongful act](#);
4. Privacy and Cyber Security  
[privacy and security wrongful act](#);

committed by the [Insured](#), a [rogue employee](#), an [outsourced provider](#), or by a third party for whose [third party wrongful act](#) an [Insured](#) is legally responsible.

5. Privacy Regulatory Defense, Awards and Fines

The [Insurer](#) will pay on behalf of an [Insured claim expenses](#) and [regulatory damages](#) in excess of the applicable retention that the [Insured](#) is legally obligated to pay as the result of a [privacy regulatory action](#) first made against the [Insured](#) during the [policy period](#) or Extended Reporting Period (if applicable) alleging a [privacy and security wrongful act](#) committed by the [Insured](#), a [rogue employee](#), an [outsourced provider](#), or by a third party for whose [privacy and security wrongful act](#) the [Insured](#) is legally responsible.

## B. First Party Coverages

### 1. Business Interruption and Extra Expenses

The **Insurer** will pay or reimburse the **Insured** for:

- (a) **loss of business income** after the **waiting period**; and
- (b) **extra expenses** in excess of the applicable retention,

during the **period of restoration** that the **Insured** incurs resulting from a **cyber security breach** directly causing a total or partial interruption or deterioration in the **Insured's** business operations.

### 2. Data Recovery

The **Insurer** will pay or reimburse the **Insured** for **data recovery expenses** in excess of the applicable retention that the **Insured** incurs directly resulting from a **cyber security breach**.

### 3. Cyber-Extortion and Ransomware

The **Insurer** will pay or reimburse the **Insured** for **cyber-extortion expenses** in excess of the applicable retention that the **Insured** incurs directly resulting from and in response to a **cyber-extortion threat**.

## C. Data Breach Response and Crisis Management Coverage

The **Insurer** will pay or reimburse the **Insured** for **data breach response and crisis management costs** in excess of the applicable retention that the **Insured** incurs for a continuous eighteen (18) month period resulting from a **data breach** or **cyber security breach**. The payment period begins when the **data breach** or **cyber security** is reported to the **Insurer** in accordance with Section VI. Notice.

## D. Application of Coverage

### 1. The coverage provided under Insuring Agreements I.A. Third Party Liability Coverages shall apply if and only if:

- (a) the first **third party wrongful act** or **related matter** occurs on or after the **retroactive date**, as stated in Item 3. on the Declarations Page, and prior to the Policy expiration date, as stated in Item 2. on the Declarations page;
- (b) prior to the effective date of the Policy, as stated in Item 2. on the Declarations Page, or that of the first policy issued and continuously renewed by the **Insurer**, of which this Policy is a renewal, no **executive officer** knew or could have reasonably foreseen that such **third party wrongful act** or **related matter** did or likely would result in a **claim**;
- (c) the **claim** is reported in accordance with Section VI. Notice; and
- (d) notice of such **third party wrongful act** or **related matter** alleged or contained in any **claim** or in any circumstance has not been provided by the **Insured** and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the **Insurer** or any other entity.

### 2. The coverage provided under Insuring Agreement I.B. First Party Coverages and Insuring Agreement I.C. Data Breach Response and Crisis Management Coverage shall apply if and only if:

- (a) an **executive officer** first discovers and/or becomes aware of such **first party incident** or **related matter** during the **policy period**;
- (b) the **first party incident** is reported in accordance with VI. Notice; and

- (c) notice of such [first party incident](#) or [related matter](#) has not been provided by an [Insured](#) and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the [Insurer](#) or any other entity.

## II Defense and Settlement

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### A. Defense

The **Insurer** has the right and duty to defend any **claim** under insuring agreement I.A. Third Party Liability Coverages made against an **Insured** even if the allegations in the **claim** are groundless, false or fraudulent. The **Insurer** will select and appoint defense counsel.

### B. Settlement

The **Insurer** has the right with the prior written consent of the **Insured**, such consent not to be unreasonably withheld, to settle a **claim**. If the **Insured refuses** to consent to any such settlement recommended by the **Insurer** and agreed to by the claimant, then the **Insurer's** duty to defend ends and the **Insurer's** limit of liability for such **claim** will not exceed the amount for which the **Insurer** could have settled such **claim** had the **Insured** consented to settlement, plus **claim expenses** incurred up to the time the **Insurer** made its settlement recommendation, plus an additional seventy percent (70%) of **claim expenses** and **damages** incurred by an **Insured** after the **Insurer** had made its settlement recommendation. All such payments by the **Insurer** are subject to Section III. Limit of Liability and Retention.

### III Limit of Liability and Retention

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#### A. Limit of Liability Option

The **Insured** shall elect the Policy's limits to apply on a Combined Limits or Separate Limits basis, as stated on the Coverage Schedule in Item 3. on the Declaration Page.

##### 1. Combined Limits

- (a) If the **Insured** elects Combined Limits, then the Policy's Combined Policy Aggregate Limit, as stated in Item 3. Coverage Schedule on the Declarations Page, is the **Insurer's** maximum liability for **loss** under all Insuring Agreements combined, regardless of the number of **claims**, or individuals or entities making **claims**. Upon exhaustion of such limit of liability, the **Insurer** will not be liable to pay any further **loss** with respect to this Policy.
- (b) If a **sublimit** with respect to an Insuring Agreement is stated in Item 3. on the Declarations Page, then such **sublimit** will be the **Insurer's** maximum liability for **loss** with respect to such Insuring Agreement. Upon exhaustion of such **sublimit**, the **Insurer** will not be liable to pay any further **loss** with respect to the coverage provided by the subject Insuring Agreement. Each **sublimit** will be part of, and not in addition to, this Policy's Combined Policy Aggregate Limit of Liability and will in no way serve to increase or supplement such limit of liability. All payments made under a **sublimit** will reduce such limit of liability.

##### 2. Separate Limits

If the **Insured** elects Separate Limits, then the Policy's:

- (a) Third and First Party Aggregate Limit, as stated in Item 3. on the Declarations Page, is the **Insurer's** maximum liability for all **damages, claim expenses, regulatory damages, loss of business income, extra expenses, data recovery expenses, and cyber-extortion expenses** for all Third Party Liability Coverages and First Party Coverages, regardless of the number of **Insureds, claims, first party incidents**, or individuals or entities making **claims**. If a **sublimit** with respect to an Insuring Agreement is stated in Item 3. on the Declarations Page, then such **sublimit** will be the **Insurer's** maximum liability for **loss** with respect to such Insuring Agreement. Upon exhaustion of such **sublimit**, the **Insurer** will not be liable to pay any further **loss** with respect to the coverage provided by the subject Insuring Agreement. Each **sublimit** will be part of, and not in addition to, the Policy's Third Party Liability and First Party Aggregate Limit of Liability and will in no way serve to increase or supplement such limit of liability. All payments made under a **sublimit** will reduce such limit of liability.
- (b) Data Breach Response and Crisis Management Aggregate Limit, as stated in Item 3. on the Declarations Page, is the **Insurer's** maximum liability for all **data breach response and crisis management costs** for Data Breach Response and Crisis Management Coverage, regardless of the number of **data breaches**.

##### 3. Exhaustion of Limit

- (a) Upon exhaustion of the:
  1. Combined Policy Aggregate Limit of Liability under the Combined Limits option; or
  2. Third Party and First Party Aggregate Limit of Liability under the Separate Limits option; and
  3. Data Breach Response and Crisis Management Aggregate Limit of Liability under the Separate Limits option; or

- (b) after the **Insurer** has deposited or escrowed any amounts remaining in the Policy's applicable aggregate limit of liability with a court of competent jurisdiction, the **Insurer** will not be liable to pay for any further **loss** under the Policy.

## B. Retentions

### 1. Combined Limits

- (a) The **Insurer** is liable only for that portion of **damages**, **claim expenses**, **regulatory damages**, and **first party costs** (not including **loss of business income**) in excess of the applicable Insuring Agreement's retention amount, as stated in Item 3. on the Declarations page. If more than a single retention applies to a **claim** and/or **first party incident**, then the **Insured** is responsible for paying the highest applicable retention. The retention will be borne entirely by the **Insured** alone and not by the **Insurer**.
- (b) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the **Insurer** is liable only for **loss of business income** in excess of the **waiting period**.

### 2. Separate Limits

- (a) The **Insurer** is liable only for that portion of **damages**, **claim expenses**, **regulatory damages**, **extra expenses**, **data recovery expense** and **cyber extortion expenses** that is in excess of the applicable Insuring Agreement's retention amount, as stated in Item 3. on the Declarations page. If more than a single retention applies to a **claim** and/or **first party incident**, then the **Insured** is responsible for paying the highest applicable retention. The retention will be borne entirely by the **Insured** alone and not by the **Insurer**.
- (b) With respect to insuring agreement I.C. Data Breach Response and Crisis Management Coverage a separate retention will apply and the **Insurer** is liable only for that portion of any **data breach response and crisis management costs** directly resulting from a **data breach** or **cyber security breach**.
- (c) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the **Insurer** is liable only for **loss of business income** in excess of the **waiting period**.

## C. Related Matters and Related Losses

### 1. Related Third Party Wrongful Acts

A **claim** resulting from a **related matter** will be treated as a single **claim** first made against the **Insured** at the time the first such **related matter** occurred, irrespective of whether such **related matter** occurred prior to or during the **policy period**, and irrespective of the number of **related matters**, and the identity or number of **Insureds** involved.

### 2. Related First Party Incidents

- (a) A **related matter** involving a **first party incident** (other than a **cyber-extortion threat**) will be considered a single **first party incident** which shall be deemed to have been discovered on the date on which the earliest such **first party incident** was discovered by an **executive officer**.
- (b) All **related matters** involving **cyber-extortion threats** will be considered a single **cyber-extortion threat** first occurring on the date the first such **cyber-extortion threat** occurred.

### 3. Related Loss

All **loss** will be considered a single **loss** occurring at the time the first **related matter** giving rise to such **loss** first occurred or was first discovered, irrespective of the number of **related losses**, and the identity or number of **Insureds** involved.



## IV. Definitions

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### A. Application

The signed application, information, statements, representations, attachments, exhibits, and other material submitted to the [Insurer](#) in connection with the underwriting of this Policy.

### B. Breach Response Providers

The [Insurer's](#) pre-approved panel of breach response vendors.

### C. Claim

1. A written demand for monetary damages, services, or injunctive or other non-monetary relief;
2. A civil proceeding for monetary damages, services, or injunctive or other non-monetary relief that is commenced by service of a complaint or similar pleading, including any appeal thereof;
3. A mandatory arbitration or other mandatory alternative dispute resolution proceeding for monetary damages, services, or injunctive or other non-monetary relief commenced by a written demand, including any appeal thereof, or a non-mandatory arbitration or other non-mandatory alternative dispute resolution proceeding to which the [Insurer](#) has consented in writing;
4. Solely with respect to insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, a [privacy regulatory action](#); or
5. A request to toll or waive any applicable statute of limitations.

### D. Claim Expenses

1. Reasonable and necessary fees for the defense of a [claim](#) defended by an attorney in accordance with Section II. Defense and Settlement, as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a [claim](#); and
2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however, the [Insurer](#) is not obligated to apply for or furnish any such bond.

### E. Confidential Business Information

Third party information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an [Insured](#) or [outsourced provider](#), including a trade secret, formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known or readily ascertainable through appropriate means by other persons and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

### F. Consumer Redress Amount

That sum of money that the [Insured](#) is legally obligated to deposit in a fund for the payment of consumer claims as the result of a [privacy regulatory action](#).

### G. Coverage Sections

Insuring agreements: I.A. Third Party Liability Coverages, I.B. First Party Coverages, and I.C. Data Breach Response and Crisis Management Coverage.

## H. Cyber-extortion Expenses

1. Reasonable and necessary money, digital currency, property, or other consideration surrendered as payment by or on behalf of the **Insured Company**, to which the **Insurer** has consented, such consent not to be unreasonably withheld, in order to prevent, limit or respond to a **cyber-extortion threat**; and
2. Reasonable and necessary costs charged by:
  - (a) **breach response providers**; or
  - (b) qualified third parties with the prior consent of the **Insurer**,  
to conduct an investigation and advise the **Insured** how to respond to and resolve a **cyber-extortion threat**.

## I. Cyber-extortion Threat

A threat made by a third party or **rogue employee** demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:

1. Disrupt the **network** to impair business operations of the **Insured Company**;
2. Alter, damage, or destroy data stored on the **network**;
3. Use the **network** to generate and transmit malware to third parties;
4. Deface the **Insured Company's** website;
5. Access or release data, including **personally identifiable information**, **protected health information**; **confidential business information**, stored or previously stored on the **network**;
6. Refuse to return data stolen from the **network**; or
7. Prevent access to the **network** or data by using encryption and withholding the decryption key.

## J. Cyber Security Breach

Any unauthorized: access to, use or misuse of, modification to the **network**, and/or denial of **network** resources by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

## K. Damages

Compensatory damages resulting from a judgment, award or settlement agreement, including pre-judgment and post-judgment interest, which the **Insured** becomes legally obligated to pay as a result of a **claim**, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the jurisdiction under which this Policy is construed, which the **Insured** becomes legally obligated to pay as a result of a **claim**. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages do not include:

1. The return of any fees paid to an **Insured** or the offset of any future fees to be charged by or owed to an **Insured**;
2. Lost investment income;
3. Costs incurred by an **Insured** to withdraw or recall **technology products**, including products that incorporate an **Insured's technology products**, **technology services**, or **professional services**;
4. Costs incurred by an **Insured** to correct, re-perform or complete any **technology services** or **professional services**;

5. Costs incurred by an **Insured** or by a third party at the direction of the **Insured** to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a **network** to a level of functionality beyond that which existed prior to a **cyber security breach**;
6. Civil or criminal fines or penalties or compliance violation remedies imposed on an **Insured**; provided, however, civil fines or penalties shall constitute damages under insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines;
7. Liquidated damages in excess of an **Insured's** liability that otherwise results from a **third party wrongful act**;
8. The monetary value of an electronic fund transfer or transaction that is lost or diminished;
9. Any amounts incurred prior to the **Insured** providing notice of a **claim** pursuant to the terms of this Policy;
10. The value of non-monetary relief, including any amount attributable to or arising therefrom; or
11. Royalty or licensing fees or payments.

#### L. Data Breach

Any actual or reasonably suspected theft, **loss**, or unauthorized acquisition, access to, or disclosure of data or hardware containing data that has or may compromise the security, confidentiality and/or integrity of **personally identifiable information**, **protected health information**, or **confidential business information**.

#### M. Data Breach Reporting Requirement

Any provision in a law, statute or regulation, domestic or foreign, that requires the **Insured** to provide notification to affected persons of a suspected breach of such person's **personally identifiable information** or **protected health information**.

#### N. Data Breach Response and Crisis Management Costs

1. Reasonable and necessary costs charged by **breach response providers** to:
  - (a) determine the legal applicability of and actions necessary to respond to a **data breach reporting requirement**;
  - (b) perform computer forensics to determine the existence, cause and scope of a **data breach** or **cyber security breach**;
  - (c) notify individuals of a **data breach**, either those who are required to be notified pursuant to a **data breach reporting requirement** or on a voluntary basis;
  - (d) operate a call center to manage **data breach** inquiries;
  - (e) provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose **personally identifiable information** was or may have been breached;
  - (f) provide medical identity restoration for those individuals whose **protected health information** was or may have been breached; or
  - (g) minimize reputational harm to the **Insured Company** by hiring a public relations or crisis communications firm;

2. Reasonable and necessary costs charged by any qualified provider that is not a [breach response providers](#) so long as the qualified provider:
  - (a) is pre-approved in writing by the [Insurer](#); or
  - (b) provides comparable services to those enumerated in 1.(a) through 1.(g) above and whose rate shall not exceed the rate the [Insurer](#) has pre-negotiated with the [breach response providers](#); and
3. Costs charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

#### O. Data Recovery Expenses

Reasonable and necessary costs incurred by the [Insured Company](#) with the prior written consent of the [Insurer](#), such consent not to be unreasonably withheld, to:

1. Determine whether damaged or destroyed computer programs, software or electronic data can be replaced, recreated, restored or repaired; and
2. Replace, recreate, restore or repair such damaged or destroyed computer programs, software or electronic data residing on the [network](#) to substantially the form in which it existed immediately prior to a [cyber security breach](#).

#### P. Domestic Partner

Any spouse or any person qualifying as a domestic partner under federal, state, foreign, or other law (including common law), statute, or regulation, or under the [Insured Company's](#) employee benefit plan.

#### Q. Executive Officer

Any duly elected or appointed Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Privacy Officer, Chief Security Officer, Chief Information Security Officer, Chief Technology Officer, Risk Manager, General Counsel and in-house attorney designated to be in charge of litigation, or the functional equivalent of any of the foregoing, of the [Insured](#).

#### R. Extra Expenses

Reasonable and necessary expenses, including payroll, in excess of the [Insured's](#) normal operating expenses which are incurred to reduce or avoid [loss of business income](#) and/or restore business operations.

#### S. First Party Costs

Any [loss of business income](#), [extra expenses](#), [data recovery expense](#), [cyber extortion expenses](#), and [data breach response and crisis management costs](#).

First Party Costs do not include any amounts incurred prior to the [Insured](#) providing notice of the [first party incident](#).

#### T. First Party Incident

A [cyber security breach](#), [cyber extortion threat](#), or [data breach](#).

#### U. Insured

The [Insured Company](#); and

1. Any past or present employee, director, officer, member, principal, partner, trustee, leased, temporary, seasonal employee/worker and volunteer of the [Insured Company](#) acting in their capacity and in accordance with their authority as such;

2. Any independent contractor performing services for the **Insured Company** under a written contract but solely with respect to such independent contractor's duties on behalf and for the benefit of the **Insured Company**; and
3. With respect to insuring agreement I.A.3. Media, any person or entity that disseminates **matter** on behalf and for the benefit of an Insured where, prior to such dissemination, an Insured has agreed in writing to include such person or entity as an Insured under the Policy.
4. Any entity that an **Insured Company** is required by written contract to be insured under the Policy, but only for a **third party wrongful act** committed by the **Insured Company** or any persons under Definition IV.U. Insured paragraph 1. and Definition IV.U. Insured paragraph 2.;

Provided, however a **rogue employee** is not an Insured pursuant to this definition.

#### V. Insured Company

The **Named Insured** and any **subsidiary**.

#### W. Insurer

The insurance company stated on the Declarations Page.

#### X. Loss

All **damages**, **claim expenses**, **regulatory damages**, and **first party costs**.

#### Y. Loss of Business Income

Net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the **Insurer**.

A loss of business income calculation is based upon the amount of actual loss of business income the **Insured Company** sustains per hour during the **period of restoration**.

#### Z. Management Control

1. Ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power of a company for the selection of a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company; or
2. The right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to select, appoint or designate a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company.

#### AA. Matter

The content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include **technology products** or products or services described, illustrated or displayed in matter.

## BB. Media Wrongful Act

Any of the following resulting from the [Insured](#) acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, [matter](#) through traditional and/or digital methods, including, cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade dress, logo, trade name, service mark or service name;
3. Common law unfair competition or unfair trade practices alleged as a direct result of Definition IV.BB. Media Wrongful Act paragraph 1. and Definition IV.BB. Media Wrongful Act paragraph 2.;
4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
5. Infliction of emotional distress or mental anguish;
6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
7. Plagiarism, piracy, or misappropriation of ideas under implied contract.

## CC. Named Insured

The entity stated in Item 1. on the Declarations Page.

## DD. Network

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, an [Insured Company](#).

## EE. Outsourced Provider

Any third party, including a cloud service provider, to which an [Insured](#) has contracted to provide a business process on behalf and for the benefit of an [Insured](#).

## FF. Period of Restoration

1. Solely with respect to [loss of business income](#), that period of time that begins at the end of the [waiting period](#) and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#); and
2. Solely with respect to [extra expenses](#), that period of time that begins after a [cyber security breach](#) has directly caused a total or partial interruption or deterioration in the [Insured's](#) business operations and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#).

## GG. Personally Identifiable Information

Information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an [Insured](#) or [outsourced provider](#), that alone or in conjunction can be used to uniquely identify an individual.

## HH. Policy Period

The period of time stated in Item 2. on the Declarations Page, beginning on the effective date and expiring on the date of termination, expiration or cancellation of this Policy, whichever is earliest.

## II. Pollutants

Any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances include but are not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, nuclear materials, nuclear waste, asbestos, including materials to be recycled, reconditioned, or reclaimed. Pollutants shall also mean any air emission, odor, waste water, oil or oil products, lead or lead products, latex infectious or medical waste, noise, dust, fibers, germs, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.

## JJ. Privacy and Security Wrongful Act

Any:

1. Loss, theft or failure to protect, or unauthorized acquisition of [personally identifiable information](#), [protected health information](#), or [confidential business information](#);
2. Violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of [personally identifiable information](#) or [protected health information](#);
3. Violation of a [data breach reporting requirement](#);
4. Failure to reasonably implement privacy or security practices required by law or regulations;
5. Failure to prevent a [cyber security breach](#) that results in:
  - (a) the inability of an authorized user to gain access to the [network](#);
  - (b) the malicious addition, alteration, copy, destruction, deletion, disclosure, damage, removal or theft of data residing on the [network](#); or
  - (c) the transmission of malware from the [network](#) to third parties; or
6. Failure to comply with the [Insured Company's](#) privacy policy and/or privacy notice.

## KK. Privacy Regulatory Action

A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental or regulatory authority.

## LL. Privacy Regulatory Fine

A civil monetary fine or penalty imposed on an [Insured Company](#) by a governmental or regulatory authority.

## MM Professional Services

The services stated in Item 5. on the Declarations Page.

## NN. Professional Services Wrongful Act

1. Any of the following in rendering or failing to render [professional services](#):
  - (a) act, error, omission, neglect, negligent misrepresentation, or breach of duty;



- (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials; or
  - (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or
2. Failure of **professional services** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

#### OO. Protected Health Information

All protected and individually identifiable health information, whether printed or digital, encrypted or unencrypted, held or transmitted by an **Insured** or its business associate, as those terms are defined by HITECH, the Health Insurance Portability and Accountability Act of 1996 Privacy Rule or any amendment thereto, including the Health Information Technology for Economic and Clinical Health Act and final Omnibus Rule issued on January 17, 2013 or any equivalent foreign regulation.

#### PP. Regulatory Damages

Any **consumer redress amount** or **privacy regulatory fine**.

#### QQ. Related Loss

A **loss** that results or arises from the same, similar, or continuous **claim** or **first party incident**.

#### RR. Related Matter

- 1. A **third party wrongful act** that is the same, similar or arises from a continuous nexus of facts, circumstances, acts, errors or omissions, whether or not such **third party wrongful act** is logically or causally related or connected; or
- 2. A **first party incident** that is the same, similar, or arises from a continuous nexus of facts or circumstances, whether or not such **first party incident** is logically or causally related or connected.

#### SS. Retroactive Date

The applicable date, if any, stated in Item 3. on the Declarations Page for each Insuring Agreement in Section I.A. Third Party Liability Coverages.

#### TT. Rogue Employee

An employee of the **Insured Company** who deliberately acts outside the course and scope of employment and whose intentional conduct results in a **claim** or **first party incident**; provided, however, rogue employee does not include an **executive officer**.

#### UU. Sublimit

The applicable amount, if any, stated in Item 3. on the Declarations page for each Insuring Agreement within each **Coverage Section**.

#### VV. Subsidiary

- 1. Any entity over which the **Named Insured**, directly or indirectly, has or had **management control** through or by way of one or more subsidiaries on or before the effective date of the **policy period**;



2. Any entity in which the **Named Insured** acquires **management control** during the **policy period**, either directly or indirectly, whose gross revenue does not exceed fifteen percent (15%) of the gross revenue of the **Insured Company**; and
3. Any entity of which the **Named Insured** acquires **management control** during the **policy period**, either directly or indirectly, whose gross revenue exceeds fifteen percent (15%) of the gross revenue of the **Insured Company**:
  - (a) however, only for a period of sixty (60) days following the **Named Insured's** direct or indirect ability to exert **management control**; and
  - (b) after such sixty (60) day period if and only if the **Named Insured**: (1) provides the **Insurer** with full particulars of such entity; (2) agrees to remit any additional premium; (3) agrees to any amendments to the Policy relating to such entity and; (4) the **Insurer** agrees to add such entity as a subsidiary by a written agreement and/or endorsement to the Policy;

For purposes of this definition, revenue is measured by the most recent fiscal year prior to the effective date of the Policy.

Notwithstanding the foregoing, coverage afforded by this Policy will apply only to a **third party wrongful act** and a **first party incident** occurring on or after the effective date that the **Insured Company** has obtained **management control** of such subsidiary and prior to the time that such **Insured Company** ceased to have **management control** of such subsidiary unless: (1) The **Insurer** is notified in writing of such change in circumstances prior to the effective date thereof and agrees in writing to provide coverage for **third party wrongful acts** and **first party wrongful acts** occurring on or after such effective date; and (2) The **Insured Company** accepts any special terms, conditions and exclusions and pays any additional premium charge required by the **Insurer**.

#### WW. Technology Wrongful Act

1. Any of the following in rendering or failing to render **technology services**:
  - (a) act, error, omission, neglect, negligent misrepresentation or breach of duty;
  - (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
  - (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or
2. Failure of **technology products** to perform the intended function or serve their intended purpose; or
3. Failure of **technology services** or **technology products** to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose.

#### XX. Technology Products

Computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:

1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of an **Insured**; or
2. Leased or licensed by an **Insured** to third parties.

## YY. Technology Services

Any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.

## ZZ. Third Party Wrongful Act

A [technology wrongful act](#), [professional services wrongful act](#), [media wrongful act](#), or [privacy and security wrongful act](#).

## AAA. Waiting Period

The number of hours stated in Item 3. on the Declarations page that must elapse prior to commencement of the [period of restoration](#).

## V. Exclusions

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The Policy does not apply to any **claim** or **first party incident** alleging, arising out of, based upon, or attributable to:

### A. Deliberate Acts / Personal Profit

1. dishonest, intentional or knowing wrongful, fraudulent, criminal, or malicious acts, errors, or omissions or willful violations of law, including privacy laws or regulations, by an **Insured**, other than a **rogue employee**;
2. the gaining of any profit, remuneration, or financial or non-financial advantage to which the **Insured** is not entitled,

provided, however, the **Insurer** will provide the **Insured** with a defense of any otherwise covered **claim** and pay any otherwise covered **claim expenses** until there is a final, non-appealable judgment or adjudication in the underlying action or proceeding or a related declaratory judgment, as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for all **claim expenses**. Notwithstanding the foregoing, criminal proceedings are not covered under the Policy regardless of the allegations made against an **Insured**.

For the purposes of determining the applicability of this exclusion, the knowledge or conduct of: (1) A natural person **Insured** will not be imputed to any other natural person **Insured**; and (2) An **executive officer** will be imputed to the **Insured Company**.

### B. Bodily Injury and Property Damage

bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these, or damage to or destruction of any tangible property, including **loss** of use thereof whether or not damaged or destroyed; provided, however, this exclusion will not apply to any otherwise covered **claim** for emotional distress, mental injury, mental tension or mental anguish, pain and suffering, humiliation or shock that directly results from a **third party wrongful act**. For the purposes of this exclusion, "tangible property" shall not include electronic data.

### C. Owned Entity

**claims** made against the **Insured** if, at the time the **third party wrongful act** giving rise to such **claim** was committed:

1. The **Insured** controlled, owned, operated or managed the claimant; or
2. The **Insured** was an owner, partner, director or officer of the claimant;

For the purpose of this exclusion, a ten percent (10%) or more owner of the voting stock of a publicly held corporation, or a forty percent (40%) or more owner of the voting stock of a privately held corporation shall be deemed to control, own, operate or manage any such corporation making such **claim**.

### D. Insured v. Insured

**claims** made against an **Insured** and brought by, or on behalf of an **Insured** or parent company, successor or assignee of an **Insured**; provided, however this exclusion shall not apply to:

1. An **Insured** under Definition IV.U. Insured paragraph 4.; and
2. An otherwise covered **claim** made by any past or present officer, director, member, principal, partner, trustee, employee or leased worker or temporary employee of the **Insured Company**:
  - (a) when the **claim** is made outside of their capacity and pursuant to their authority as such; or
  - (b) against an **Insured** alleging a **privacy and security wrongful act**.

- E. **Employment Practices**  
employment practices; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under insuring agreement I.A.4. Privacy and Cyber Security.
- F. **ERISA**  
breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by ERISA (Employee Retirement Income Security Act of 1974) or any analogous federal, state or local statutory or common law; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under insuring agreement I.A.4. Privacy and Cyber Security.
- G. **Securities**  
the purchase, sale, or offer or solicitation of an offer to purchase, sell or solicit securities or any violation of a securities law, including the Securities Act of 1933, the Securities Exchange Act of 1934, and any regulation promulgated under or pursuant to the foregoing, or any federal, state or local laws analogous to the foregoing (including "Blue Sky" laws), whether such law is statutory, regulatory, or common law.
- H. **RICO**  
violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or "RICO") and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.
- I. **Antitrust and Unfair Competition**  
antitrust violations, restraint of trade, price fixing, or unfair competition, including, but not limited to violations of The Sherman Antitrust Act, The Clayton Act, The Federal Trade Commission Act, the Robinson-Patman Act as amended, or any federal, state or local laws analogous to the foregoing; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under Insuring Agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, or a [claim](#) under Definition IV.BB. Media Wrongful Act paragraph 3.
- J. **Consumer Protection and Deceptive Business Practices**
1. unfair, deceptive or fraudulent business practices, including, but not limited to, violations consumer protection statutes and consumer fraud statutes; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under Insuring Agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines; and
  2. any action brought under the Fair Credit Reporting Act or other analogous federal, state or local statute, law, regulation or common law.

K. Unsolicited Communications

unsolicited communications by or on behalf of an **Insured** to actual or prospective customers of an **Insured** or any other third party, including actions brought under the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003 or other analogous federal, state or local statute, law, regulation or common law; provided, however, this exclusion shall not apply to an otherwise covered **claim** directly resulting from a **cyber security breach** under insuring agreement I.A.4. Privacy and Cyber Security or any **loss of business income** otherwise covered under insuring agreement I.B.1. Business Interruption and Extra Expenses.

L. Patent

actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

M. Trade Secrets

actual or alleged misappropriation of trade secrets; provided, however, this exclusion shall not apply to an otherwise covered **claim** directly resulting from a **cyber security breach** under insuring agreement I.A.4. Privacy and Cyber Security.

N. Pollution

actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **pollutants** or testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any **pollutants**.

O. Contractual

any obligation an **Insured** has under written contract; provided, however, this exclusion shall not apply to liability an **Insured** would have in the absence of a contract or an **Insured's**:

1. breach of an exclusivity or confidentiality provision contained in a written agreement;
2. violation of an intellectual property right except a violation of a patent right;
3. negligent performance of **technology services** or **professional services** for a client or customer;
4. provision of **technology products** to a client or customer which contain a material defect; or
5. breach of the **Insured's** privacy policy and/or privacy notice.

P. Force Majeure

fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or act of God, however caused.

Q. War

strikes or similar labor action, war, whether declared or not, invasion, act of foreign enemy, civil war, mutiny, coup d'état, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to any actual, alleged or threatened attack against the **network**, with the intention to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives.

R. Infrastructure Failure

electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the [Insured](#), however caused, including any electrical power interruption, short-circuit, surge, brownout or blackout.

S. Governmental Orders

any court order or demand requiring the [Insured](#) to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to [personally identifiable information](#), [protected health information](#), or [confidential business information](#).

T. Over-Redemption

price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

U. Unauthorized Collection and Use

the unauthorized or unlawful collection, acquisition or use of [Personally identifiable information](#) or [protected health information](#) by the [Insured](#); provided, however, this exclusion shall not apply to a [claim](#) directly resulting from the acts of a [rogue employee](#).

## VI. Notice

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### A. Notice of Circumstance

Solely with respect to Insuring Agreement I.A. Third Party Liability Coverages, if during the **policy period** or Extended Reporting Period (if applicable) as defined in Section VIII. Extended Reporting Period, an **Insured** first becomes aware of any circumstance that may reasonably be expected to be the basis of a **claim** being made against an **Insured**, and if during the **policy period**, the **Insured** elects to provide the **Insurer** written notice of such circumstance along with any **third party wrongful act**, and the reasons for anticipating such **claim**, with full particulars as to the dates, persons and entities involved, then any resulting **claim** which is subsequently made against an **Insured** and reported to the **Insurer** that arises out of such circumstance or **related matter** will be considered made at the time such notice of circumstance was provided. Notice of such circumstance should be reported to the **Insurer** as stated in Item 6. on the Declarations Page.

### B. Notice of Claim and First Party Incident

As a condition precedent to the obligations of the **Insurer** under this Policy, the **Insured** must provide written notice to the **Insurer** as soon as reasonably practicable, but in no event, later than the end of the **policy period** or any applicable Extended Reporting Period of a:

1. **claim** first made against an **Insured** after an **executive officer** becomes aware of such **claim**; and
2. **first party incident** after an **executive officer** first discovers and/or becomes aware of such **first party incident**.

### C. Notice to Whom

1. Notice of a **claim** and/or **first party incident** must be provided to the **Insurer** as stated in Item 6. on the Declarations Page.
2. In addition to the notice requirement above, notice of a **first party incident** may also be provided to the **Insurer** via the XL Catlin Breach Hotline as stated in Item 7. on the Declarations Page. Notice to the XL Catlin Breach Hotline alone will not serve as proper notice under this Policy.
3. The email/certified post mail shall be deemed effective when received by the **Insurer**.

### D. When a Claim is Deemed Made

A **claim** will be deemed made pursuant to Definition IV.C. Claim paragraph 1. and Definition IV.C. Claim paragraph 3., on the earliest date an **executive officer** receives the first written demand; Definition IV.C. Claim paragraph 2., on the date of service; and Definition IV.C. Claim paragraph 4., on the date an **executive officer** receives written notice of such action.

### E. Insured's Claim and First Party Incident Obligations

1. In connection with a:
  - (a) **claim**, the **Insured** will, as a condition precedent to the obligations of the **Insurer** under the Policy, provide the **Insurer** with all information that the **Insurer** reasonably requires, including full particulars as to the dates, persons and entities involved in the **claim** and the manner in which the **Insured** first became aware of the **claim**;

- (b) **first party incident**, the **Insured** will, as a condition precedent to the obligations of the **Insurer** under the Policy, provide the **Insurer** with all information that the **Insurer** reasonably requires, including full particulars as to the dates, persons and entities involved in the **first party incident** and the manner in which the **Insured** first became aware of the **first party incident**. Additionally, as a condition precedent to the obligations of the **Insurer** under the Policy, the **Insured Company** will provide the **Insurer** proof of **loss** with full particulars within three (3) months: after the first discovery by an **executive officer** of the **first party incident** (other than a **cyber-extortion threat**); or first occurrence of the **cyber-extortion**.

#### F. Assistance and Cooperation

1. The **Insured** will reasonably cooperate with the **Insurer** and upon request of the **Insurer**:
  - (a) assist the **Insurer** in the investigation of any **third party wrongful act** and **first party incident**;
  - (b) attend hearings, depositions and trials;
  - (c) assist the **Insurer** in defending and effecting settlements of **claims**;
  - (d) secure and provide evidence which includes, but is not limited to, obtaining the attendance of witnesses;
  - (e) allow the **Insurer** to participate in the handling and management of any suit or proceeding;
  - (f) assist the **Insurer** in enforcing any right, contribution or indemnity against a third party which may be liable to the **Insured**; and
  - (g) allow a computer forensics expert access to systems, files and information.
2. The **Insured** will take all reasonable steps to limit and mitigate any **loss** arising from any **third party wrongful act** or **first party incident** for which coverage may be or is sought under the Policy. The **Insured** will do nothing which in any way increases the **Insurer's** exposure under the Policy or in any way prejudices the **Insurer's** potential or actual rights of recovery. The **Insured** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Insurer**.



## VII. Cancellation and Non-Renewal

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### A. Cancellation by the Named Insured

Except for nonpayment of premium, as set forth below, the **Named Insured** has the exclusive right to cancel the Policy. Cancellation may be effected by mailing to the **Insurer** written notice stating when such cancellation will be effective. In such event, the **Insurer** will retain the pro-rata portion of earned premium.

### B. Cancellation by the Insurer

The **Insurer** may only cancel this Policy for nonpayment of premium. The **Insurer** will provide not less than fifteen (15) days written notice stating the reason for cancellation and when the Policy will be canceled. Notice of cancellation will be sent to the **Named Insured**.

### C. Non-Renewal of Coverage

The **Insurer** is under no obligation to renew the Policy upon its expiration. If the **Insurer** elects to non-renew the Policy, the **Insurer** will deliver or mail to the **Named Insured** written notice stating such at least ninety (90) days prior to the Policy's expiration date, as stated in Item 2. on the Declarations page. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, retention or premium, will not constitute a refusal to renew or a cancellation of the Policy.

## VIII. Extended Reporting Period

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### A. Automatic Extended Reporting Period

The Automatic Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Named Insured** will automatically be provided a period of sixty (60) days in which to give written notice to the **Insurer** of **claims** first made against the **Insured** during the **policy period** or the Automatic Extended Reporting Period for **third party wrongful acts** committed by an **Insured** after the **retroactive date** and prior to the end of the **policy period**.

### B. Optional Extended Reporting Period

The Optional Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Named Insured** will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the **Named Insured** within sixty (60) days of the date of termination or cancellation of the Policy by providing written notice to the **Insurer** and remitting the amount of additional premium described below in which to provide written notice to the **Insurer** of a **claim** first made against the **Insured** during the Optional Extended Reporting Period for a **third party wrongful act** committed by an **Insured** after the **retroactive date** and prior to the end of the **policy period**.

The additional premium for the Optional Extended Reporting Period will be for:

1. One (1) year, one hundred percent (100%) of the policy annual premium;
2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;
3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium; or
4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium.

### C. Application of Extended Reporting Period

1. The Automatic Extended Reporting Period and the Optional Extended Reporting Period cannot be canceled and any additional premium charged for the Optional Extended Reporting Period will be fully earned at inception.
2. The first sixty (60) days of the Optional Extended Reporting Period, if purchased, will run concurrently with the Automatic Extended Reporting Period.
3. The limit of liability of the **Insurer** under the Automatic Extended Reporting Period and the Optional Extended Reporting Period will be part of and not in addition to the limits of liability for the Policy.

## IX. Conditions

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### A. Change in Control

If, during the **policy period**, the **Named Insured** consolidates with, merges into, or sells all or substantially all of its assets to another entity, or if any entity acquires **management control** of the **Named Insured**, then the Policy will remain in full force but only with respect to a **third party wrongful act** and **first party incident** (other than a **cyber-extortion threat**) involving the **Named Insured** that occurred prior to the date of the consolidation, merger, sale or acquisition of **management control**; provided, however, coverage will remain in force for a **third party wrongful act** and **first party incident** (other than a **cyber-extortion threat**) first discovered and for a **cyber-extortion threat** first occurring subsequent to the date of the consolidation, merger, sale or acquisition of **management control**, if within thirty (30) days of the takeover effective date (1) the **Insurer** receives written notice containing full details of the transaction, (2) the **Named Insured** accepts all Policy amendments required by the **Insurer**, including the addition of special terms, conditions and exclusions, and (3) the **Named Insured** pays any additional premium charge.

The above provision may be waived in writing by the **insurer**.

### B. Action Against the Insurer

No action may be brought against the **Insurer** unless, as a condition precedent thereto, (1) the **Insured** has fully complied with all of the terms, conditions and other provisions of the Policy, and (2) the amount of the **Insured's** obligation to pay has been finally determined, either by judgment against the **Insured** after a trial and appeal or by written agreement by the claimant, **Insured**, and **Insurer**.

No person or entity will have the right under the Policy to (1) join the **Insurer** or its agents and representatives as a defendant, co-defendant or other party in any action against the **Insured** to determine the **Insured's** liability or (2) implead the **Insurer** or its agents and representatives in any such action.

### C. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve the **Insurer** of any of its obligations hereunder.

### D. Other Insurance

This Policy is excess over any other valid and collectible insurance, whether prior or contemporaneous, unless such other insurance is expressly written to be excess of this Policy.

### E. Subrogation

In the event of payment of **loss** by the **Insurer** under the Policy, the **Insurer** is subrogated to all of the **Insured's** rights of recovery against any person or entity to the extent of such payment. The **Insured** warrants and agrees to execute and deliver instruments and papers and do whatever else is required by the **Insurer** to secure, prosecute and collect on such rights. The **Insured** further warrants and agrees not to prejudice such rights.

If, prior to a **claim** being made, the **Insured Company** has waived its rights to recovery against a person or entity in any written contract or agreement, then the **Insurer** will waive its rights to subrogation against such person or entity to the same extent as the **Insured Company's** waiver.

### F. Territory

The Policy applies to a **third party wrongful act** and **first party incident** occurring and **claim** made anywhere in the world other than any country barred by the Office of Foreign Assets Control (OFAC).

#### G. Representation Clause

In issuing the Policy, the **Insurer** has relied upon the **application**. The **Insured** warrants that the content of the materials provided to the **Insurer** are true, accurate and complete and are material to the **Insurer's** acceptance of the risk to which the Policy applies. Any material misrepresentation, concealment or misstatement by the **Insured** will render the Policy null and void with respect to any natural person **Insured** who knew of such material misrepresentation, concealment or misstatement, and with respect to the **Insured Company** if an **executive** knew of such material misrepresentation, concealment or misstatement, and will relieve the **Insurer** from all obligations and liability herein with regard to said **Insured** parties.

#### H. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of any **Insured** for the purpose of:

1. Providing and/or receiving notices, amendments to or cancelling of the Policy;
2. Completing the **application**;
3. Making statements, representations and warranties;
4. Remitting premium and receiving the return premium that may become due;
5. Paying the retention; and
6. Exercising or declining to exercise any right under the Policy.

#### I. Policy Changes

Notice to any agent of the **Insurer** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of the Policy, and will not prevent or preclude the **Insurer** from asserting or invoking any right under or provision of the Policy. None of the provisions of the Policy will be waived, changed or modified except by a written agreement and/or endorsement issued by the **Insurer** to form a part of the Policy.

#### J. Assignment

The **Insured** may not assign any rights, remedies, privileges or protections under the Policy. Notwithstanding the foregoing, any such assignment shall be invalid unless the **Insurer's** written consent is endorsed thereon.

#### K. Alternative Dispute Resolution

Any dispute arising out of or relating to the Policy, including its construction, application and validity, or any breach thereof, will first be submitted to non-binding mediation administered by a mediation facility to which the **Insurer** and the **Insured** mutually agree. The **Insured** and the **Insurer** will attempt in good faith to settle the dispute in accordance with the commercial mediation rules of the American Arbitration Association ('AAA') in effect at the time of the dispute. No award of punitive damages will be made in any such mediation. Each party will bear its own fees and costs in connection with any such mediation. However, the costs incurred through the mediation facility, including the fees and expenses of the mediator, will be shared equally by the parties unless the mediation award provides otherwise. All mediation proceedings will be held in a state in the United States where either the **Named Insured** or the **Insurer** has its principal place of business, at the election of the party commencing mediation.

In the event such non-binding mediation does not result in a settlement of the dispute, either party has the right:

1. To commence a judicial proceeding; or
2. With consent of the other party, to commence an arbitration proceeding in accordance with the commercial arbitration rules of AAA in effect at the time of dispute. The decision of the arbitrator(s) will be final and binding and any award may be confirmed and enforced in a court of competent jurisdiction.

L. Estates, Heirs, Legal Representatives and Domestic Partners

The estate, heir, legal representative and any **domestic partners** of a natural person **Insured** shall be considered insured under this Policy; provided, however, coverage is afforded to such estate, heir, legal representative and **domestic partner** only for a **claim** arising solely out of their status as such and, in the case of a **domestic partner**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such **Insured** to the **domestic partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative or **domestic partner**. All terms and conditions of this Policy, including the retention applicable to **damages** or **claim expense** incurred by the **Insured**, shall also apply to **damages** and **claim expenses** incurred by such estate, heir, legal representative, and **domestic partner**.

## IN WITNESS

### INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #001

This endorsement:  
effective 12:01 a.m., October 1, 2018,  
forms a part of Policy No. MTP903397602,  
issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001,  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LONG NAMED INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 1. Named Insured on the Declarations of the Policy is deleted in its entirety and replaced with the following:

ITEM 1. NAMED INSURED	
Named Insured	Association of California Water Agencies Joint Powers Insurance Authority
Address	2100 Professional Drive Roseville, CA 95650

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #002

This endorsement:  
effective 12:01 a.m., October 1, 2018,  
forms a part of Policy No. MTP903397602,  
issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001,  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEPENDENT BUSINESS INTERRUPTION COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Section I.B. First Party Coverages is amended to include the following Insuring Agreements:

Dependent Business Interruption

The Insurer will pay or reimburse the Insured for dependent business interruption loss.

2. Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

FIRST PARTY COVERAGE ENHANCEMENTS		Limit	Waiting Period
Dependent Business Interruption	Loss of Business Income	\$1,000,000	10 hours
	Extra Expense	\$1,000,000	Retention \$10,000

3. Section IV. Definitions is amended to include the following definition:

Dependent Business

Any entity the Insured relies on to conduct operations pursuant to a written contract.

Dependent Business Interruption Loss

a) loss of business income after the waiting period;

b) extra expenses in excess of the applicable retention,

during the period of restoration that the Insured incurs resulting from a cyber security breach to a dependent business directly causing a total or partial interruption or deterioration in the Insured's business operations.



# CyberRiskConnect

## Privacy, Security and Technology Insurance

Dependent Business Interruption Loss does not mean:

- a) loss of market share or other consequential loss;
  - b) loss arising out of liability to any third party;
  - c) legal expenses;
  - d) loss incurred as a result of unfavorable business conditions.
4. Solely for purposes of this endorsement, Section IV. Definitions DD. Network is deleted and replaced as follows:

Network

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a [dependent business](#).

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #003

This endorsement:  
 effective 12:01 a.m., October 1, 2018,  
 forms a part of Policy No. MTP903397602,  
 issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
 by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEPENDENT BUSINESS INTERRUPTION – SYSTEM FAILURE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.B. First Party Coverages is amended to include the following Insuring Agreements:  
 Dependent Business Interruption – System Failure  
 The **Insurer** will pay or reimburse the **Insured** for **system failure dependent business interruption loss**.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

FIRST PARTY COVERAGES		SUBLIMIT	WAITING PERIOD
Dependent Business Interruption System Failure	Loss of Business Income	\$100,000	10 Hours
	Extra Expense	\$100,000	<b>RETENTION</b> \$10,000

- Section IV. Definitions J. is amended to include the following definition:  
 Dependent Business  
 Any entity the **Insured** relies on to conduct operations pursuant to a written contract.  
  
 System Failure Dependent Business Interruption Loss  
 a) **loss of business income** after the **waiting period**;  
 b) **extra expenses** in excess of the applicable retention,  
 during the **period of restoration** that the **Insured** incurs resulting from a **system failure** to a **dependent business** directly causing a total or partial interruption or deterioration in the **Insured's** business operations.

# CyberRiskConnect

## Privacy, Security and Technology Insurance

System Failure Dependent Business Interruption Loss does not mean:

- a) loss of market share or other consequential loss;
- b) loss arising out of liability to any third party;
- c) legal expenses;
- d) loss incurred as a result of unfavorable business conditions.

System Failure

Any unintentional and unplanned outage or failure of the [network](#).

4. Solely for purposes of this endorsement, Section IV. Definitions DD. Network is deleted and replaced as follows:

Network

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a [dependent business](#).

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #004

This endorsement:  
 effective 12:01 a.m., October 1, 2018,  
 forms a part of Policy No. MTP903397602,  
 issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
 by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SYSTEM FAILURE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.B. First Party Coverages is amended to include the following Insuring Agreement:

System Failure

The Insurer will pay or reimburse the Insured for:

- loss of business income after the waiting period;
- extra expenses in excess of the applicable retention,  
 during the period of restoration that the Insured incurs resulting from a system failure directly causing a total or partial interruption or deterioration in the Insured's business operations.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

FIRST PARTY COVERAGE ENHANCEMENTS		Limit	Waiting Period
System Failure	Loss of Business Income	\$1,000,000	10 Hours
	Extra Expense	\$1,000,000	Retention \$10,000

- Section IV. Definitions is amended by adding the following new definition:

System Failure

Any unintentional and unplanned outage or failure of the network.

# CyberRiskConnect

## Privacy, Security and Technology Insurance

4. Section IV. Definitions is amended by deleting and replacing the following definitions:

### First Party Costs

Any [loss of business income](#), [extra expenses](#), [data recovery expenses](#), [cyber-extortion expenses](#), [data breach response and crisis management costs](#), and [system failure losses](#).

First Party Costs do not include any amounts incurred prior to the [Insured](#) providing notice of the [first party incident](#).

### First Party Incident

A [cyber security breach](#), [cyber-extortion threat](#), [data breach](#) or [system failure](#).

### Period of Restoration

1. Solely with respect to [loss of business income](#), that period of time that begins at the end of the waiting period and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#) or [system failure](#); and
2. Solely with respect to [extra expenses](#), that period of time that begins after a [cyber security breach](#) or [system failure](#) has directly caused a total or partial interruption or deterioration in the [Insured's](#) business operations and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#) or [system failure](#).

5. Solely for purposes of this endorsement, the following new definition is added:

### System Failure Losses

[Loss of business income](#) and [extra expense](#)

System failure losses do not include losses arising out of a loss of market share or any other consequential loss and any losses incurred by the [Insured](#) to upgrade, enhance, or replace the [network](#) to a condition beyond that which existed immediately prior to sustaining a [system failure](#).

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #005

This endorsement:  
effective 12:01 a.m., October 1, 2018,  
forms a part of Policy No. MTP903397602,  
issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PCI DSS COVERAGE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Section I.A. Third Party Liability Coverages is amended to include the following Insuring Agreement:

#### PCI DSS Coverage

The Insurer will reimburse the Insured for PCI DSS fines and costs in excess of the applicable retention that the Insured is legally obligated to pay as the result of a claim first made against the Insured during the Policy Period or Extended Reporting Period (if applicable) alleging a PCI DSS wrongful act committed by the Insured, a rogue employee, an outsourced provider, or by a third party for whose PCI DSS wrongful act an Insured is legally responsible.

2. Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

THIRD PARTY LIABILITY COVERAGES	Limit	Retention	RetroDate
PCI DSS	\$1,000,000	\$10,000	Full Prior Acts

3. Section IV. Definitions, is amended to include the following new definitions:

#### Merchant Services Agreement

An agreement between the Insured and a financial institution, credit/debit card company, credit/debit card processor or Independent service operator enabling the Insured to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

# CyberRiskConnect

## Privacy, Security and Technology Insurance

### PCI DSS Fines and Costs

Fines, penalties, assessments, fraud recovery and operational expense recovery that the **Insured** is contractually obligated to pay under its **Merchant Services Agreement(s)** as the result of a **PCI DSS wrongful act**. Provided, however, **PCI DSS fines and costs** does not mean interchange fees, discount fees or prospective service fees.

### PCI DSS Wrongful Act

Any actual or alleged **cyber security breach** or **privacy and security wrongful act** resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.

4. Section IV. Definitions, is amended by deleting and replacing the following terms:

#### Loss

All **Damages, Claim Expenses, Regulatory Damages, First Party Costs** and **PCI DSS fines and costs**.

#### Third Party Wrongful Act

A **technology wrongful act, professional services wrongful act, media wrongful act, privacy and security wrongful act** and **PCI DSS wrongful act**.

5. Section V. Exclusions, O. Contractual is deleted and replaced as follows:

#### O. Contractual

any obligation an **Insured** has underwritten contract; provided, however, this exclusion shall not apply to liability an **Insured** would have in the absence of a contract or an **Insured's**:

1. breach of an exclusivity or confidentiality provision contained in a written agreement;
2. violation of an intellectual property right except a violation of a patent right;
3. negligent performance of technology services or professional services for a client or customer;
4. provision of technology products to a client or customer which contain a material defect;
5. breach of the Insured's privacy policy and/or privacy notice; or
6. obligation to indemnify, reimburse or compensate pursuant to a Merchant Services Agreement

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #006

This endorsement:  
effective 12:01 a.m., October 1, 2018,  
forms a part of Policy No. MTP903397602,  
issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SOCIAL ENGINEERING FINANCIAL FRAUD ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- I. Item 3. Coverage Schedule of the Declarations is amended by adding a new Insuring Agreement, Sublimit and Retention as indicated below:

FIRST PARTY COVERAGES	Limit	Retention
Social Engineering Financial Fraud	\$250,000	\$10,000

- II. Section I. B. First Party Coverages is amended to include the following new coverage:

Social Engineering Financial Fraud

The Insurer will pay or reimburse the Insured Company for social engineering financial fraud losses in excess of the applicable retention directly resulting from a social engineering financial fraud event.

- III. Section D.2. Application of Coverage is amended to include the following:

The coverage provided under Section I.B. Social Engineering Financial Fraud shall apply only if the Insured verifies the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

- IV. Section IV. Definitions is amended to include the following new defined terms:

Authorized Employee

An employee of the Insured Company who is authorized by the Insured Company to transfer, or to instruct others to transfer, money or securities.



# CyberRiskConnect

## Privacy, Security and Technology Insurance

### Money

The **Insured's**:

1. Currency, coins and bank notes in current use and having a face value; and
2. Traveler's checks and money orders held for sale to the public.

### Securities

The **Insured's** negotiable and nonnegotiable instruments or contracts representing either **money** or property, and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Insured**.

### Social Engineering Financial Fraud Loss

Loss of **money** or **securities** in a **social engineering financial fraud**.

### Social Engineering Financial Fraud

The transfer of **money** or **securities** to an account outside the **Insured's** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of the **Insured**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of the **Insured**.

- V. Section IV. Definitions is amended by deleting and replacing the following definitions:

### First Party Costs

Any **loss of business income**, **extra expense**, **data recovery expenses**, **cyber-extortion expenses**, **data breach response and crisis management costs**, and **social engineering financial fraud loss**.

Except with respect to **social engineering financial fraud loss**, **first party costs** do not include any amounts incurred prior to the **Insured** providing notice of the **first party incident**.

### First Party Incident

A **cyber security breach**, **cyber-extortion threat**, **data breach**, or **social engineering financial fraud event**.

- VI. Solely with respect to the coverage provided by this Endorsement, Section IV. K. Damages is amended by deleting part 8. "the monetary value of an electronic fund transfer or transaction that is lost or diminished during transfer."

# CyberRiskConnect

## Privacy, Security and Technology Insurance

VII. Solely with respect to the coverage provided by this Endorsement, Section IX. D. Other Insurance is deleted and replaced as follows:

Coverage provided under this Social Engineering Financial Fraud Endorsement is excess to the coverage provided by any crime insurance policy; provided, however, notwithstanding the foregoing or anything in this Policy to the contrary, the **Insurer** will recognize erosion of the Retention applicable to Social Engineering Financial Fraud coverage by any payments made by or on behalf of the **Insured Company** pursuant to such crime insurance policy issued to the **Insured Company**, but only if such payments are for **social engineering financial fraud losses** that would otherwise be covered under this endorsement.

All other terms and conditions of this Policy shall remain the same.

## ENDORSEMENT #007

This endorsement, effective 12:01 a.m., October 1, 2018 forms a part of Policy No. MTP903397602 issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001, by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CERTIFIED ACTS OF TERRORISM COVERAGE AND PREMIUM DISCLOSURE

This endorsement modifies insurance provided under the following:

CyberRiskConnect

Coverage for "certified acts of terrorism" for the types of insurance subject to the Terrorism Risk Insurance Act is already included in your current Policy. "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:

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; and
2. 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.

You are hereby notified that 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 shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.

Under your existing coverage, any losses resulting from "certified acts of terrorism" may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the Insurer providing the coverage. However, your policy may contain other exclusions that may affect your coverage. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

The portion of your annual premium that is attributable to coverage for "certified acts of terrorism" is: \$ **waived**. Any premium waiver is only valid for the current Policy Period.

All other terms and conditions of this Policy remain unchanged.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #008

This endorsement:  
effective 12:01 a.m., October 1, 2018,  
forms a part of Policy No. MTP903397602,  
issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001,  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### GDPR AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. Definitions is amended as follows:

- I. Section IV. Definitions GG. Personally Identifiable Information is deleted in its entirety and replaced with the following:

#### Personally Identifiable Information

1. Information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an **Insured** or **outsourced provider**, that alone or in conjunction can be used to uniquely identify an individual; or
2. Information concerning an individual that would be considered “personal data” or “sensitive personal data” within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/678) (GDPR) and any amendments thereto.

- II. Section IV. Definitions KK. Privacy Regulatory Action is deleted in its entirety and replaced with the following:

#### Privacy Regulatory Action

A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental, regulatory authority, or authorized data protection authority.

All other terms and conditions of this Policy shall remain the same.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #009

This endorsement:  
 effective 12:01 a.m., October 1, 2018,  
 forms a part of Policy No. MTP903397602,  
 issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001  
 by Indian Harbor Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### PER MEMBER AGGREGATE LIMIT ENDORSEMENT WITH SPECIFIED RETROACTIVE DATE

In consideration of the premium charged, it is agreed that the entity or entities named below shall be added as additional **Insureds** under this Policy, but only for **third party wrongful acts** committed after the specified **retroactive date** and any **first party incident** first discovered after the effective date. The aggregate limit applicable to each of the **Insureds** listed below is \$3,000,000.

INSURED	RETROACTIVE DATE
Alpaugh Community Services District	Full Prior Acts
Alpaugh Irrigation District	Full Prior Acts
Alta Irrigation District	Full Prior Acts
Amador Water Agency	Full Prior Acts
American River Flood Control District	Full Prior Acts
Angiola Water District	Full Prior Acts
Antelope Valley State Water Contractors Association	Full Prior Acts
Antelope Valley-East Kern Water Agency	Full Prior Acts
Apple Valley Foothill County Water District	Full Prior Acts
Apple Valley Heights County Water District	Full Prior Acts
Aromas Water District	Full Prior Acts
Arvin-Edison Water Storage District	Full Prior Acts
Banta-Carbona Irrigation District	Full Prior Acts
Bard Water District	Full Prior Acts
Beaumont-Cherry Valley Water District	Full Prior Acts
Beaumont-Cherry Valley Water District	Full Prior Acts
Bella Vista Water District	Full Prior Acts
Belridge Water Storage District	Full Prior Acts
Berrenda Mesa Water District	Full Prior Acts

# CyberRiskConnect

Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Big Bear Municipal Water District	Full Prior Acts
Bodega Bay Public Utility District	Full Prior Acts
Bolinas Community Public Utility District	Full Prior Acts
Boron Community Services District	Full Prior Acts
Borrego Water District	Full Prior Acts
Brophy Water District	Full Prior Acts
Browns Valley Irrigation District	Full Prior Acts
Buena Vista Water Storage District	Full Prior Acts
Butte Water District	Full Prior Acts
Byron-Bethany Irrigation District	Full Prior Acts
Cachuma Oper & Maint Board	Full Prior Acts
Calaveras County Water District	Full Prior Acts
Calaveras Public Utility District	Full Prior Acts
Calleguas Municipal Water District	Full Prior Acts
Calpella County Water District	Full Prior Acts
Camp Far West Irrigation District	Full Prior Acts
Camrosa Water District	Full Prior Acts
Carmichael Water District	Full Prior Acts
Carpinteria Valley Water District	Full Prior Acts
Castaic Lake Water Agency	Full Prior Acts
Castroville Community Services District	Full Prior Acts
Centerville Community Services District	Full Prior Acts
Central California Irrigation District	Full Prior Acts
Central Coast Water Agency	Full Prior Acts
Central San Joaquin Water Conservation District	Full Prior Acts
Central Water District	Full Prior Acts
Channel Island Beach Community Services District	Full Prior Acts
Chino Basin Water Conservation District	Full Prior Acts
Chowchilla Water District	Full Prior Acts
Circle Oaks County Water District	Full Prior Acts
Citrus Heights Water District	Full Prior Acts
Clear Creek Community Services District	Full Prior Acts
Clearlake Oaks CWD	Full Prior Acts
Coastside CWD	Full Prior Acts
Consolidated Irrigation District	Full Prior Acts
Corcoran Irrigation District	Full Prior Acts
Corning Water District	Full Prior Acts
Cottonwood Water District	Full Prior Acts
Crescenta Valley Water District	Full Prior Acts

# CyberRiskConnect

## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Crestline Village Water District	Full Prior Acts
Crestline-Lake Arrowhead Water Agency	Full Prior Acts
Cucamonga Valley Water District	Full Prior Acts
Deer Creek & Tule River Authority	Full Prior Acts
Del Paso Manor Water District	Full Prior Acts
Del Puerto Water District	Full Prior Acts
Delano-Earlimart Irrigation District	Full Prior Acts
Desert Water Agency	Full Prior Acts
Devil's Den Water District	Full Prior Acts
Ducor Community Services District	Full Prior Acts
Dudley Ridge Water District	Full Prior Acts
Dunnigan Water District	Full Prior Acts
East Contra Costa Irrigation District	Full Prior Acts
East Orange CWD	Full Prior Acts
El Toro Water District	Full Prior Acts
Elsinore Valley Municipal Water District	Full Prior Acts
Empire West Side Irrigation District	Full Prior Acts
Fair Oaks Water District	Full Prior Acts
Fall River Valley Community Services District	Full Prior Acts
Fallbrook Public Utility District	Full Prior Acts
Feather Water District	Full Prior Acts
FRCD/Elk Grove Water District	Full Prior Acts
Foothill Municipal Water District	Full Prior Acts
Forestville Water District	Full Prior Acts
Frazier Park Public Utility District	Full Prior Acts
Free Water County Water District	Full Prior Acts
Fresno Irrigation District	Full Prior Acts
Fresno Metro Flood Control Dist.	Full Prior Acts
Friant North Authority	Full Prior Acts
Friant Power Authority	Full Prior Acts
Friant Water Authority	Full Prior Acts
Georgetown Divide Public Utility District	Full Prior Acts
Glenn Colusa Irrigation District	Full Prior Acts
Glide Water District	Full Prior Acts
Golden Hills Community Services District	Full Prior Acts
Goleta Water District	Full Prior Acts
Gravelly Ford Water District	Full Prior Acts
Helix Water District	Full Prior Acts
Hi-Desert Water District	Full Prior Acts
Humboldt Bay Municipal Water District	Full Prior Acts
Humboldt Community Services District	Full Prior Acts

# CyberRiskConnect

## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Idyllwild Water District	Full Prior Acts
Ivanhoe Irrigation District	Full Prior Acts
Ivanhoe Public Utility District	Full Prior Acts
James Irrigation District	Full Prior Acts
Joshua Basin Water District	Full Prior Acts
Kanawha Water District	Full Prior Acts
Kaweah Delta Water Conservation District	Full Prior Acts
Kaweah River Power Authority	Full Prior Acts
Kern County Water Agency	Full Prior Acts
Kern Delta Water District	Full Prior Acts
Kern Water Bank Authority	Full Prior Acts
Kern-Tulare Water District	Full Prior Acts
Kings County Water District	Full Prior Acts
Kings River Conservation District	Full Prior Acts
Kings River Water District	Full Prior Acts
Kinneloa Irrigation District	Full Prior Acts
Kirkwood Meadows Public Utility District	Full Prior Acts
Knights Landing Ridge Drainage District	Full Prior Acts
La Canada Irrigation District	Full Prior Acts
La Habra Heights County Water District	Full Prior Acts
La Puente Valley County Water District	Full Prior Acts
Laguna Beach County Water District	Full Prior Acts
Laguna Irrigation District	Full Prior Acts
Lakeside Water District	Full Prior Acts
Laton Community Services District	Full Prior Acts
Laytonville County Water District	Full Prior Acts
Le Grand-Athlone Water District	Full Prior Acts
Lindsay-Strathmore Irrigation District	Full Prior Acts
Littlerock Creek Irrigation District	Full Prior Acts
Los Alamos Community Services District	Full Prior Acts
Lost Hills Water District	Full Prior Acts
Lower Tule River Irrigation District	Full Prior Acts
Madera Irrigation District	Full Prior Acts
Madera Water District	Full Prior Acts
Madera-Chowchilla Water & Power Authority	Full Prior Acts
Main San Gabriel Basin Watermaster	Full Prior Acts
Maine Prairie Water District	Full Prior Acts
Majestic Pines Community Services District	Full Prior Acts
Mammoth Community Water District	Full Prior Acts



# CyberRiskConnect

## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Mariana Ranchos County Water District	Full Prior Acts
Marina Coast Water District	Full Prior Acts
Merced Irrigation District	Full Prior Acts
Mesa Water District	Full Prior Acts
Mid-Peninsula Water District	Full Prior Acts
Midway Heights County Water District	Full Prior Acts
Millview County Water District	Full Prior Acts
Mission Hills Community Services District	Full Prior Acts
Mission Springs Water District	Full Prior Acts
Mojave Public Utility District	Full Prior Acts
Mojave Water Agency	Full Prior Acts
Montague Water Conservation District	Full Prior Acts
Montecito Water District	Full Prior Acts
Moulton Niguel Water District	Full Prior Acts
Mountain Gate Community Services District	Full Prior Acts
Municipal Water District of Orange County	Full Prior Acts
North Coast County Water District	Full Prior Acts
North Delta Water Agency	Full Prior Acts
North San Joaquin Water Conservation District	Full Prior Acts
North Yuba Water District	Full Prior Acts
Oakdale Irrigation District	Full Prior Acts
Omochumne-Hartnell Water District	Full Prior Acts
Orange County Water District	Full Prior Acts
Orchard Dale Water District	Full Prior Acts
Orosi Public Utility District	Full Prior Acts
Pacheco Water District	Full Prior Acts
Pajaro Valley Water Management Agency	Full Prior Acts
Pajaro/Sunny Mesa Community Services District	Full Prior Acts
Palm Ranch Irrigation District	Full Prior Acts
Palmdale Water District	Full Prior Acts
Palo Verde Irrigation District	Full Prior Acts
Panoche Drainage District	Full Prior Acts
Panoche Water District	Full Prior Acts
Paradise Irrigation District	Full Prior Acts
Patterson Irrigation District	Full Prior Acts
Pebble Beach Community Services District	Full Prior Acts
Pescadero Reclamation District #2058	Full Prior Acts
Pico Water District	Full Prior Acts
Pinedale County Water District	Full Prior Acts
Pinyon Pines County Water District	Full Prior Acts
Pixley Irrigation District	Full Prior Acts
Pleasant Valley County Water District	Full Prior Acts

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## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Pomona-Walnut-Rowland JWLC	Full Prior Acts
Porterville Irrigation District	Full Prior Acts
Princeton-Codora-Glenn Irrigation District	Full Prior Acts
Provident Irrigation District	Full Prior Acts
Puente Basin Water Agency	Full Prior Acts
Purissima Hills Water District	Full Prior Acts
Quartz Hill Water District	Full Prior Acts
Ramirez Water District	Full Prior Acts
Ramona Municipal Water District	Full Prior Acts
Rancho California Water District	Full Prior Acts
Rand Communities Water District	Full Prior Acts
Reclamation District 1004	Full Prior Acts
Reclamation District 108	Full Prior Acts
Reclamation District 1500	Full Prior Acts
Reclamation District 1606	Full Prior Acts
Reclamation District 2047	Full Prior Acts
Reclamation District 2068	Full Prior Acts
Reclamation District 307	Full Prior Acts
Reclamation District 744	Full Prior Acts
Reclamation District 999	Full Prior Acts
Redwood Valley County Water District	Full Prior Acts
Regional Water Authority	Full Prior Acts
Richvale Irrigation District	Full Prior Acts
Rincon Del Diablo Municipal Water District	Full Prior Acts
Rio Alto Water District	Full Prior Acts
Rio Linda-Elverta Community Water District	Full Prior Acts
Riverdale Irrigation District	Full Prior Acts
Root Creek Water District	Full Prior Acts
Rosedale-Rio Bravo Water Storage District	Full Prior Acts
Rowland Water District	Full Prior Acts
Rural North Vacaville Water District	Full Prior Acts
Sacramento Groundwater Authority	Full Prior Acts
Sacramento River West Side Levee District	Full Prior Acts
Sacramento Suburban Water District	Full Prior Acts
San Andreas Sanitary District	Full Prior Acts
San Benito County Water District	Full Prior Acts
San Bernardino Valley Water Conservation District	Full Prior Acts
San Dieguito Water District	Full Prior Acts
San Gabriel Basin Water Quality Authority	Full Prior Acts

# CyberRiskConnect

## Privacy, Security and Technology Insurance

<b>INSURED</b>	<b>RETROACTIVE DATE</b>
San Gabriel County Water District	Full Prior Acts
San Gabriel Valley Municipal Water District	Full Prior Acts
San Geronio Pass Water Authority	Full Prior Acts
San Joaquin River Exchange Contractors WA	Full Prior Acts
San Juan Ridge County Water District	Full Prior Acts
San Juan Water District	Full Prior Acts
San Luis & Delta-Mendota Water Authority	Full Prior Acts
San Luis Water District	Full Prior Acts
Santa Fe Irrigation District	Full Prior Acts
Santa Rosa Regional Resources Authority	Full Prior Acts
Santa Ynez River WCD #1	Full Prior Acts
Santiago Aqueduct Commission	Full Prior Acts
Saucelito Irrigation District	Full Prior Acts
Scott Valley Irrigation District	Full Prior Acts
Scotts Valley Water District	Full Prior Acts
Semitropic Water Storage District	Full Prior Acts
Semitropic-Rosamond Water Bank Authority	Full Prior Acts
Serrano Water District	Full Prior Acts
Shafter-Wasco Irrigation District	Full Prior Acts
Sierra Cedars Community Services District	Full Prior Acts
Sierra County Waterworks District #1 (Calpine)	Full Prior Acts
Sierra Highlands Community Services District	Full Prior Acts
Sierra Lakes County Water District	Full Prior Acts
Sites Project Authority	Full Prior Acts
Solano County Water Agency	Full Prior Acts
Solano Irrigation District	Full Prior Acts
Solano Subbasin Groundwater Sustainability Agency	Full Prior Acts
Sonoma Mountain County Water District	Full Prior Acts
Sonoma Valley Groundwater Sustainability Agency	Full Prior Acts
Soquel Creek Water District	Full Prior Acts
South Coast Water District	Full Prior Acts
South Feather Water & Power Agency	Full Prior Acts
South Montebello Irrigation District	Full Prior Acts
South Sutter Water District	Full Prior Acts
South Valley Water Banking Authority	Full Prior Acts
South Yuba Water District	Full Prior Acts
Southern San Joaquin Municipal Utilities District	Full Prior Acts
Stinson Beach County Water District	Full Prior Acts
Stockton East Water District	Full Prior Acts

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## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Suisun-Solano Water Authority	Full Prior Acts
Sutter Extension Water District	Full Prior Acts
Sweetwater Authority	Full Prior Acts
Tahoe City Public Utility District	Full Prior Acts
Tehachapi-Cummings County Water District	Full Prior Acts
Terra Bella Irrigation District	Full Prior Acts
Thermalito Water & Sewer (Th ID in EB)	Full Prior Acts
Three Valleys Municipal Water District	Full Prior Acts
Trabuco Canyon Water District	Full Prior Acts
Tranquility Irrigation District	Full Prior Acts
Tri-County Water Authority	Full Prior Acts
Tri-Valley Water District	Full Prior Acts
Tulare Irrigation District	Full Prior Acts
Tulare Lake Basin Water Storage District	Full Prior Acts
Twentynine Palms Water District	Full Prior Acts
Upper San Gabriel Valley Municipal Water District	Full Prior Acts
Upper Santa Clara Valley Joint Powers Authority	Full Prior Acts
Utica Water and Power Authority	Full Prior Acts
Vallecitos Water District	Full Prior Acts
Valley Center Municipal Water District	Full Prior Acts
Valley County Water District	Full Prior Acts
Valley of the Moon Water District	Full Prior Acts
Vandenberg Village Community Services District	Full Prior Acts
Vista Irrigation District	Full Prior Acts
Walnut Valley Water District	Full Prior Acts
Water Employees Services Authority	Full Prior Acts
Water Replenishment District of Southern California	Full Prior Acts
Weaverville Community Services District	Full Prior Acts
West Basin Municipal Water District	Full Prior Acts
West Orange County Water Board	Full Prior Acts
West Stanislaus Irrigation District	Full Prior Acts
West Valley Water District	Full Prior Acts
Westborough Water District	Full Prior Acts
Western Canal Water District	Full Prior Acts
Western Municipal Water District	Full Prior Acts
WH Wilbur Reclamation District #825	Full Prior Acts
Wheeler Crest Community Services District	Full Prior Acts
Wheeler Ridge-Maricopa Water Storage District	Full Prior Acts
Woodbridge Irrigation District	Full Prior Acts

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## Privacy, Security and Technology Insurance

INSURED	RETROACTIVE DATE
Wynola Water District	Full Prior Acts
Yuba County Water Agency	Full Prior Acts
Yolo County Flood Control & Water Conservation District	Full Prior Acts
Yorba Linda Water District	Full Prior Acts
Yuima Municipal Water District	Full Prior Acts

All other terms and conditions of this Policy remain unchanged.

## **ENDORSEMENT #010**

This endorsement, effective 12:01 a.m., October 1, 2018 forms a part of Policy No. MTP903397602 issued to ASSOCIATION OF CALIFORNIA WATER AGENCIES; SEE ENDORSEMENT #001, by Indian Harbor Insurance Company

## **SERVICE OF PROCESS**

The Commissioner of Insurance of the State of California is hereby designated the true and lawful attorney of the Insurer upon whom may be served all lawful process in any action, suit or proceeding arising out of this Policy. The Insurer further designates:

Vivian Imperial  
c/o C T Corporation System  
818 West 7<sup>th</sup> Street, Suite 930  
Los Angeles, CA 90017

as its agent in California to whom such process shall be forwarded by the Commissioner of Insurance.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its 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 Insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this Policy remain unchanged.