

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CYBER INJURY WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

- A.** The following exclusion replaces **Exclusion 2.p.** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is added to paragraph **2. Exclusions** of **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**.

The following exclusion also replaces **Exclusion 2.1.** of **SECTION I - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM** and the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**.

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

1. Cyber Injury

- a)** Damages arising out of "cyber injury", including all fines and penalties; or
- b)** Any claim or "suit" arising out of any litigation, proceeding, or administrative action or hearing brought prior to or pending as of the inception date of this policy, arising out of "cyber injury".

2. Confidential Information

Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

This exclusion does not apply to damages because of "bodily injury".

- B.** As used in this endorsement these terms have the following definitions:

"Cyber injury" means any actual or suspected, intentional or unintentional, breach of any data, software or hardware wherever located that results in:

- a.** Loss, destruction, disclosure, disruption, inspection, modification, recording, release, review or use of "personal information";
- b.** Oral or written publication, in any manner, of material that violates a person's right to privacy;
- c.** Inability to access any website or any electronic system;

- d. Release, introduction, or facilitation of any "malicious code";
- e. Forensic or investigative expenses;
- f. Extortion or terrorism acts or threats;
- g. Monitoring or notification costs or expenses;
- h. Crisis management or public relations expenses;
- i. Data or system recovery, repair, replacement or restoration expense; or
- j. Business interruption expenses.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal information" means any personal or personally identifiable or identifying information as defined by federal, state, or local laws, statutes, or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.