

**TOWN OF BRIGHTON TOWN BOARD
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
MEETING AGENDA**

Meeting Date: Wednesday, January 21, 2026 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from January 7, 2026.
2. Request for the Town Board to authorize the Police Department to accept a donation from Marjorie Alaimo in the amount of \$1,000.00 (Police) – Request from Chief David Catholdi for the Police Department to accept this very generous donation from Marjorie Alaimo with great appreciation and make the necessary budget amendment to accept this donation (see letter from D Catholdi).
3. Request for the Town Board to authorize the Town Supervisor to sign the Cyber Insurance Policy renewal at an annual rate of \$14,200 or \$17,580 (Town Clerk) - Request from Dan Aman for Town Board action to approve the annual cyber insurance renewal contract and premium of \$14,200 (a decrease of 6%, or \$870, from the 2025 calendar year or renew with an additional \$900k of Business Interruption Coverage and \$1M Non-IT Dependent Business Interruption Coverage for \$17,580 (see letter from D. Aman).
4. Authorization to solicit bids as necessary for goods and services as indicated and included in the 2026 budget (Public Works/Highway/Sewer Depts.) – Request from W Haefner for Town Board action to authorize solicitation of bids for goods and services as indicated in the attached communication. All goods and services to be bid have been included in the 2026 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from W. Haefner).
5. Authorization to solicit bids as necessary for goods and services for Town Facilities as indicated and included in the 2026 budget (Public Works/Facility Dept.) – Request from William Haefner for Town Board action to authorize solicitation of bids for goods and services for Town Facilities as indicated in the attached communication. All goods and services to be bid have been included in the 2026 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from W. Haefner).
6. Request for Town Board to authorize the Town Supervisor to sign a change order with Milestone Construction Partners in order to complete additional general construction work (PCO #60) which would exceed the approved 10% authorization (DPW) – Request from Glen Layton for the Town Board to authorize the Town Supervisor to sign a change orders with Milestone Construction Partners in the amount of \$1,133.00 in order to complete additional general construction work (PCO #60) which would exceed the approved 10% authorization to exceed the base bid (see letter from G Layton).

7. Discuss update of various fees related to DPW services for 2026 (DPW) – Discussion regarding the updating of various fees related to DPW services that were included in the 2026 budget planning.
8. Discuss timing of the Town Hall Renovation and Sitework BAN and other borrowing scheduling during 2026 (Finance) – Discussion regarding the timing of the Town Hall Renovation and Sitework BAN and other borrowing for the Home Acres Monuments, Sidewalk Construction and Highway & Sewer Equipment during 2026.
9. Town Hall Renovation & Sitework progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of a particular person

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, February 4, 2026, at 8:30 a.m.
in ROOM #159 at Empire State University, 680 Westfall Road.
All members of the public are invited to attend FASC meetings.**

****AS PER THE REGULAR SCHEDULE****



Town of
Brighton

Brighton Police Department

2300 Elmwood Avenue
Rochester, New York 14618
(585) 784-5150



David Catholdi
Chief of Police

January 07, 2026

Honorable Town Board
Finance and Administration Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Board Members:

Re: \$1000.00 Donation to the Police Department from Marjorie Alaimo.

Recently, the Police Department received a donation of \$1000.00 from Marjorie Alaimo.

I request that the Town Board authorize the acceptance of this gift, and that the donation be recorded as revenue in **A.POLCE 3120.2705 Gifts and Donations**.

If it is not spent, to be carried over into 2027 per Ms. Alaimo's request.

Sincerely,

David Catholdi
Chief of Police

Attachment



Office of the Town Clerk

Daniel Aman, RMC
Town Clerk & Receiver of Taxes

To: Honorable Town Board
From: Daniel Aman, Town Clerk & Receiver of Taxes
Date: January 18, 2026
Re: Cyber Insurance Policy Renewal

It is time to renew the Town's Cyber Insurance policy. Our insurance broker, Steve Smagala at Paris Kirwan Associates was able to get two options for our 2026 renewal.

Option 1 is \$2M, \$25K for \$14,200 a slight \$870 reduction as expiring \$100,000 IT and Non-IT Dependent Business Interruption. This is the same coverage we have this year.

Option 2 is \$2M, \$25K for \$17,580 with a \$1,000,000 IT and Non-IT Dependent Business Interruption. This will provide an extra \$900,000 of Business Interruption coverage. (RECOMMENDED)

The full quote is included with this letter. If you have any questions, please let me know and I will get them to Steve.

Thank You,

Daniel Aman
Town Clerk / Receiver of Taxes
Town of Brighton

Beazley Breach Response 5.0

Full Spectrum Cyber

In the world of cyber threats, rules don't apply.
You need a skilled, fearless, ready-for-anything team at your side.

Our Full Spectrum Cyber solution keeps you ahead
in the battle against cyber risks.

Beazley Breach Response 5.0

Cyber Insurance Policy - Quote

Quote issued: 12-Jan-2026

Renewal of: W31525250401

ARC Excess & Surplus of New England - Middletown, CT
Thomas McGraw
1125 Middle Street
Suite 202 B
Middletown, CT 06457-1526

RE: Town of Brighton

INSURANCE QUOTE: Beazley Breach Response 5.0

Dear Thomas,

We are pleased to offer the following quote for the above-referenced account.

This policy is quoted with a non-admitted insurance carrier. As such, if the carrier were to become insolvent, the State Guaranty Fund would not intervene to pay claims on the insured's behalf.

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

BEAZLEY EXCESS AND SURPLUS INSURANCE, INC ("BESI") IS BEAZLEY'S NEW DOMESTIC SURPLUS LINES INSURER. BESI MAINTAINS THE SAME AM BEST RATING AND THE SAME POLICY FORMS AS THE EXPIRING POLICY THAT UTILIZED BEAZLEY'S LLOYD'S PLATFORM. BEAZLEY SEEKS TO TRANSITION ITS US PLACED SURPLUS LINES BUSINESS FROM OUR LLOYD'S PLATFORM TO US BASED BESI. HOWEVER, IF THE INSURED WOULD LIKE A RENEWAL QUOTE THAT UTILIZES BEAZLEY'S EXPIRING LLOYD'S PLATFORM, PLEASE CONTACT YOUR UNDERWRITER.

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2026.

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2026.

Coverage Schedule (currency in USD)

Limits	Option 1	Option 2
Breach Response		
Notified Individuals:	100,000	100,000
Legal, Forensic & Public Relations/Crisis Management:	\$1,000,000	\$1,000,000
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY		
Policy Aggregate Limit of Liability:	\$2,000,000	\$2,000,000
Additional Breach Response Limit		
Additional Breach Response Limit:	\$2,000,000	\$2,000,000
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach:	\$2,000,000	\$2,000,000
Resulting from System Failure:	\$2,000,000	\$2,000,000
Computer Bricking Loss:	\$2,000,000	\$2,000,000
Dependent Business Interruption Loss		
Resulting from Dependent Security Breach:	\$100,000	\$1,000,000
Resulting from Dependent System Failure:	\$100,000	\$1,000,000
Cyber Extortion Loss:	\$2,000,000	\$2,000,000
Data Recovery Costs:	\$2,000,000	\$2,000,000
Reputation Loss:	\$2,000,000	\$2,000,000
Proof of Loss Expenses:	\$50,000	\$50,000
Liability		
Data & Network Liability:	\$2,000,000	\$2,000,000
Regulatory Defense & Penalties:	\$2,000,000	\$2,000,000
Payment Card Liabilities & Costs:	\$2,000,000	\$2,000,000
Media Liability:	\$2,000,000	\$2,000,000
Contingent BI:	\$250,000	\$250,000
eCrime		
Fraudulent Instruction:	\$250,000	\$250,000
Funds Transfer Fraud:	\$250,000	\$250,000
Telephone Fraud:	\$250,000	\$250,000
Invoice Manipulation:	\$250,000	\$250,000
Supplemental First Party Loss		
Cryptojacking:	\$2,000,000	\$2,000,000
Criminal Reward:	\$50,000	\$50,000

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2026.

Retained Risk	Option 1	Option 2
Breach Response Retentions		
Forensic & Public Relations/Crisis Mgmt.:	\$10,000	\$10,000
Legal:	\$5,000	\$5,000
Breach Response Threshold		
Notified Individuals:	100	100
Waiting Periods		
Business Interruption:	8 hours	8 hours
Dependent Business Interruption:	8 hours	8 hours
Retentions		
Each Incident, Claim or Loss:	\$25,000	\$25,000
Premium	Option 1	Option 2
	\$14,200	\$17,580

Terms are Subject to NY 3.75% SL Taxes & Fees, \$150 Filing Fee
 Subject to a completed NY TCF & Part C Affidavit including three admitted market declines

General Information

Quote Effective Until:	18-Jan-2026
Broker:	Thomas McGraw ARC Excess & Surplus of New England - Middletown, CT 1125 Middle Street Suite 202 B Middletown, CT 06457-1526
Named Insured:	Town of Brighton 2300 Elmwood Ave Rochester, NY 14618
Underwriters:	(Non-Admitted)

Policy Information

Policy Period:	From: 18-Jan-2026 To: 18-Jan-2027 Both at 12:01 a.m. Local Time at the Named Insured Address
Optional Extension Period & Premium:	12 Months at 100% of the Annual Policy Premium

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2026.

Continuity Date: 18-Jan-2018**Policy Form:** Beazley Breach Response 5.0 (F00653 022025 ed.)

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

Endorsements Effective at Inception

1. A01863 012024 ed.	Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
2. E17263 022025 ed.	Policyholder Disclosure Notice of Terrorism Insurance Coverage
3. A01864 012024 ed.	Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
4. E15626 022025 ed.	War and Cyber War Exclusion
5. E14873 022025 ed.	Amend Definition Of Damages Endorsement
6. E11122 012018 ed.	Cap on Losses Arising Out of Certified Acts of Terrorism
7. E10596 022025 ed.	Choice of Law and Service of Suit <ul style="list-style-type: none"> Service of suit: <i>CT Corporation System, 67 Burnside Ave, East Hartford, CT 06108-3408</i> Choice of law: <i>New York</i>
8. E16415 012024 ed.	Sanction Limitation Clause
9. E11407 022025 ed.	Amend Breach Response Services to Remove Notified Individuals Threshold
10. E12698 022025 ed.	Amend Other Insurance Clause - Primary With Respect To Breach Response Services And First Party Loss
11. E11594 022025 ed.	ARC Amendatory Endorsement
12. E15628 022025 ed.	Catastrophic First Party Loss Amendatory Endorsement (50% Sublimit)
13. E17278 022025 ed.	Liberalization Endorsement
14. E10944 022025 ed.	Post Breach Remedial Services Endorsement
15. E13372 022025 ed.	State Consumer Privacy Statutes Endorsement

Beazley Breach Response 5.0

Full Spectrum Cyber

In the world of cyber threats, rules don't apply.
You need a skilled, fearless, ready-for-anything team at your side.

Our Full Spectrum Cyber solution keeps you ahead
in the battle against cyber risks.

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Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.

Beazley Breach Response 5.0

Cyber Insurance Policy

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

Insuring Agreements

Breach Response

To provide **Breach Response Services** to the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

First Party Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** (including a **Voluntary Shutdown**) or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Computer Bricking Loss

Computer Bricking Loss that the **Insured Organization** sustains as a result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach or System Failure** that the **Insured** first discovers during the **Policy Period**.

Reputation Loss

Reputation Loss that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** concerning a **Data Breach, Security Breach** or **Extortion Threat** that the **Insured** first discovers during the **Policy Period**.

Proof of Loss Expenses

Proof of Loss Expenses that the **Insured Organization** incurs as a result of a **Security Breach or System Failure** that the **Insured** first discovers during the **Policy Period**.

Liability

Data & Network Liability

To pay **Damages and Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach or Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties and Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach or Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs**, which it is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

Contingent Bodily Injury

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Contingent Bodily Injury**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained by the **Insured Organization** resulting from:

- (i) **Fraudulent Instruction**;
- (ii) **Funds Transfer Fraud**;
- (iii) **Telephone Fraud**; and
- (iv) **Invoice Manipulation**;

that the **Insured** first discovers during the **Policy Period**.

Supplemental First Party Loss

Cryptojacking

To reimburse the **Insured Organization** for any direct financial loss sustained by the **Insured Organization** resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

Definitions

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic or digital form, of previously non-public information specifically concerning a **Data Breach**, **Security Breach** or **Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches**, **Security Breaches** or **Extortion Threats**, shall be considered a

single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs, provided by a vendor on the list of Incident Response Services maintained at <https://cyberservices.beazley.com>, in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to evaluate the **Insured Organization's** obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to examine the **Insured Organization's Computer Systems** to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was, or may reasonably be believed to be, part of a **Data Breach**, exceeding the **Notified Individuals Threshold**;
5. to provide a call center for a period of up to 90 days and during standard business hours to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution for a period of 12 months, or longer if required by statute or regulation, to individuals notified pursuant to part 4., above, that exceeds the **Notified Individuals Threshold**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Services also includes assistance from the Beazley Cyber Services Team and access to **Education and Loss Prevention Tools**.

Breach Response Services will not include any internal salary or overhead expenses of the **Insured Organization** or the expenses, fees or costs of any service or provider that is not on the list of Incident Response Services identified above.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** (including a **Voluntary Shutdown**) or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

Computer Bricking Loss means the reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, **Extra Expense** or **Data Recovery Costs** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware resulting from a **Security Breach**.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements:
 - (i) operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured**

Organization or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data; or

- (ii) operated by a director, officer, principal, partner or employee of the **Insured Organization** either (1) for work done while acting within the scope of employment and related to the conduct of the **Insured Organization's** business or (2) in accordance with the terms and conditions of the **Insured Organization's** BYOD ("Bring Your Own Device") policy, provided such policy is in force at the time of any actual or reasonably suspected **Data Breach** or **Security Breach**.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy. **Contingent Bodily Injury** does not include any **Claim** where the **Insured's** own act, error or omission is the direct immediate cause of such **Claim for Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim for Bodily Injury** is not covered under any other policy of insurance.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, cloud service provider or internet; provided, however, that such additional costs are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization**, in an amount subject to the Underwriters' prior written consent, to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses, including fees of an attorney to determine whether an **Extortion Payment** can be made in compliance with applicable law, incurred by the **Insured Organization** with the Underwriters' prior written consent, to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured** or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems**.

Data Breach means the theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace or restore **Data**, or if **Data** cannot reasonably be accessed, replaced or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include (i) the monetary value of profits, royalties or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss**; or (v) any salaries, employee wages or overhead of the **Insured**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital and Internet Infrastructure means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2) and **Electronic Communications Network Infrastructure** used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Education and Loss Prevention Tools means information and services made available by the Underwriters from time to time and includes access a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas addressing timely topics in data security, loss prevention and other areas.

Electronic Communications Network Infrastructure means:

1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
2. switching or routing equipment; and
3. other resources, including network elements which are not active,

which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting and cable television networks.

Extortion Payment means **Money**, **Digital Currency** and marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems or Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Financial Market Infrastructure means securities exchanges, central counterparty clearing houses and central securities depositories.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by or on behalf of an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, including any fraudulent instructions resulting from the use of deep-fake technology, synthetic media or any other technology enabled by the use of artificial intelligence, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;

4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to the income that the **Insured Organization** would have generated from its business operations (less tax) during the **Period of Restoration or Protection Period**, less (a) actual income (less tax) generated directly from business operations during the **Period of Restoration or Protection Period**; and (b) any cost savings achieved as a direct result of the reduction in income.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement that such natural person has with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;

2. any director or officer of the **Insured Organization**, but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of that person's employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Invoice Manipulation means the direct net loss to the **Insured Organization** resulting from the **Insured Organization's** inability to collect payment for goods, products or services as a direct result of the release or distribution of a fraudulent invoice or fraudulent payment instruction to a third party that directly resulted from a **Security Breach** or a **Data Breach**. The direct net loss to the **Insured Organization** means the direct net cost to the **Insured Organization** to provide goods, products or services and does not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

Loss means **Breach Response Services**; **Claims Expenses**; **Damages**; **PCI Fines, Expenses and Costs**; **Penalties**; loss covered under the First Party Loss, eCrime and Supplemental First Party Loss insuring agreements; and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the **Breach Response** and **First Party Loss** insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating **Media Material** or displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement or harm to the reputation or character of any person or organization;

2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, that is displayed, broadcast, disseminated or released to the public, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the **Named Insured** listed in the Declarations.

Notified Individuals Threshold means the number of individual persons listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the

confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Proof of Loss Expenses means the reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss in support of a claimed **Loss** under the First Party Loss, eCrime and Supplemental First Party Loss insuring agreements.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Regulatory Proceeding means a request for information, civil investigative demand or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Reputation Loss means the **Income Loss** that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not include any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;

- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**;
- (vi) **Cyber Extortion Loss**; or
- (vii) loss arising out of an actual interruption of the **Insured Organization's** business operations for any period of time.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns or owned, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control");
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this **Policy** will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters; and
3. which the **Named Insured** divests, sells or otherwise no longer has Management Control after the inception date of this Policy.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money or Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge, consent or acquiescence of any member of the **Control Group**.

Voluntary Shutdown means:

1. the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or ongoing **Unauthorized Access or Use of Computer Systems** or an infection of **Computer Systems** by malicious code, as covered by parts 1. or 4. of the definition of **Security Breach**; or
2. the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in parts 1. or 4. of the definition of a **Security Breach**, above.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** (including a **Voluntary Shutdown**), **System Failure**, **Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

Exclusions

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. **Bodily Injury**; but this exclusion shall not apply to any **Claim** under the Contingent Bodily Injury insuring agreement; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this exclusion shall not apply to the Computer Bricking Loss insuring agreement. Electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or

2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim or Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services; cost guarantees, cost representations or contract price estimates; or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by official order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach**, **System Failure**, **Dependent Security Breach**, **Dependent System Failure** or **Extortion Threat**;
3. failure, interruption, or malfunction of **Financial Market Infrastructure**, **Digital and Internet Infrastructure**, power, water, oil, gas, electrical, sewage or other utilities, or mechanical infrastructure or services, that are not under the **Insured Organization's** direct operational control;
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event; or
5. an actual or alleged obligation for the **Insured Organization** to make payments for products or services to a third party pursuant to a written contract;

Asbestos, Pollution, and Contamination

either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

Limit of Liability and Coverage

Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the Policy **Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the **Insured** will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals.

Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or
2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organization** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "Additional Breach Response Limit").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the **Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

Retentions

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach**

Response Services. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

Optional Extension Period

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through the entity listed for Administrative Notice in the Declarations.

General Conditions

Notice of Claim or Loss

1. Notice of Breach

With respect to the Breach Response insuring agreement, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this subsection will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

2. Notice of First Party Loss – Cyber Extortion

With respect to the Cyber Extortion Loss insuring agreement, the **Named Insured** must notify the Underwriters of any **Extortion Threat** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

3. *Notice of First Party Loss – Other First Party Loss*

With respect to the First Party Loss insuring agreements (other than Cyber Extortion Loss), the **Named Insured** must notify the Underwriters of the circumstance, incident or event giving rise to such loss as soon as practicable after discovery by the **Named Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

The **Named Insured** will provide the Underwriters a proof of loss for all **Loss** claimed under the First Party Loss insuring agreements (other than Cyber Extortion Loss). All such loss must be reported, and all proofs of loss must be provided, to the Underwriters no later than 180 days after discovery of the circumstance, incident or event giving rise to such loss.

4. *Notice of Liability Claim*

With respect to the Liability insuring agreements, the **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable).

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss, eCrime or Supplemental First Party Loss insuring agreements and that is reported to the Underwriters in conformance with the General Conditions section herein will be considered to have been made during the **Policy Period**.

5. *Notice of eCrime and Supplemental First Party Loss*

With respect to the eCrime and Supplemental First Party Loss insuring agreements, the **Named Insured** must notify the Underwriters of any loss as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from a firm maintained on Underwriters' website at <https://cyberservices.beazley.com/>.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. seventy percent (70%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus seventy percent (70%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement

of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim or Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim or Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger, acquisition or sale. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger, acquisition or sale, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Consent

Whenever consent of the Underwriters is required herein, such consent will not unreasonably be withheld.

Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

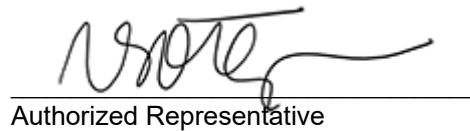
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended**: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

This endorsement modifies insurance provided under the following:

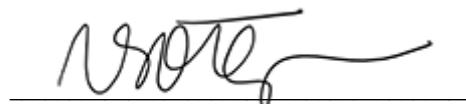
Beazley Breach Response 5.0

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

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CYBER WAR EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

1. Exclusions is amended to include:

War and Cyber War

The coverage under this Policy will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. For the purposes of this endorsement only:

Cyber War means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer System**), directed against one or more **Computer System** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or
 - (ii) the security or defense of another sovereign state,

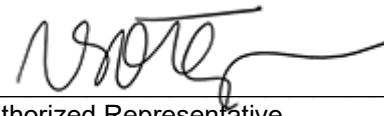
provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased to the **Insured Organization** or operated by a **Dependent Business**, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

Computer System means computers, any software residing on such computers, and any associated devices or equipment.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF DAMAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 5. Of the definition of Damages is deleted in its entirety and replaced with the following:

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

**Beazley Excess and Surplus Insurance, Inc. Referred to in this endorsement as either the
"Insurer" or the "Underwriters"**

CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that General Conditions is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Policy, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process such suit may be made upon the Underwriters' representative:

CT Corporation System, 67 Burnside Ave, East Hartford, CT 06108-3408

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

**Beazley Excess and Surplus Insurance, Inc. Referred to in this endorsement as either the
“Insurer” or the “Underwriters”**

SANCTION LIMITATION CLAUSE

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND BREACH RESPONSE SERVICES TO REMOVE NOTIFIED INDIVIDUALS THRESHOLD

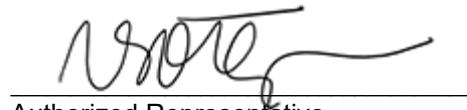
This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that parts 4. and 6. of the definition of Breach Response Services are deleted and replaced with the following:

4. to notify those individuals whose **Personally Identifiable Information** was, or may reasonably be believed to be, part of a **Data Breach**; and
6. to provide a credit monitoring, identity monitoring or other solution for a period of 12 months, or longer if required by statute or regulation, to individuals notified pursuant to part 4., above; and

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND OTHER INSURANCE CLAUSE - PRIMARY WITH RESPECT TO BREACH RESPONSE SERVICES AND FIRST PARTY LOSS

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Other Insurance under General Conditions is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss and Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

ARC AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

1. The Data & Network Liability insuring agreement is amended to include:
 5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
 - (a) Article 5.1(f), also known as the Security Principle;
 - (b) Article 32, Security of Processing;
 - (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (d) Article 34, Communication of a Personal Data Breach to the Data Subject.
2. The definition of Claim is deleted in its entirety and replaced with the following:

Claim means:

1. a written demand received by any **Insured** for money or services, or any non-monetary or injunctive relief, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**;
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;
4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described in part 1. above

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

3. The definition of Control Group is deleted in its entirety and replaced with the following:

Control Group means the individuals holding the following positions in the **Insured Organization**: President, Chief Executive Officer, Chief Financial Officer; General Counsel, Chief Information Officer, Chief Security Officer, Chief Privacy Officer, and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual and any individual who previously held any of the above referenced positions.

4. Part 2. of the definition of Personally Identifiable Information is deleted and replaced with the following:

2. an individual's drivers license or state identification number, social security number, unpublished telephone number, biometric or other data pertaining to an individual, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information

5. The definition of Subsidiary is deleted in its entirety and replaced with the following:

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** either (i) owns or owned, directly or indirectly, more than 50% of the outstanding voting securities; or (ii) has the authority pursuant to by laws, charter, or other written agreement to elect, appoint or designate the majority of the board of directors of a corporation, the management committee of a joint venture or partnership, or the management board of a limited liability company ("Management Control");

2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:

(i) the revenues of such entity do not exceed 20% of the **Named Insured's** annual revenues;

(ii) if the revenues of such entity exceed 20% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters; and

3. which the **Named Insured** divests, sells or otherwise no longer has Management Control after the inception date of this **Policy**.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

6. Part 2. of the Trade Practices and Antitrust exclusion is deleted and replaced with the following:

2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** knowingly participated or colluded in such **Data Breach** or **Security Breach**;

7. Part 2. of the Prior Known Acts & Prior Noticed Claims exclusion is deleted and replaced with the following:

2. any **Claim, Loss**, incident or circumstance for which notice has been provided and accepted under any prior policy of which this Policy is a renewal or replacement;

8. The Racketeering, Benefit Plans, Employment Liability & Discrimination exclusion is deleted in its entirety and replaced with the following:

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** knowingly participated or colluded in such **Data Breach**;

9. The Criminal, Intentional or Fraudulent Acts exclusion is deleted in its entirety and replaced with the following:

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim or Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**; provided however that any acts, errors, or omissions committed by any person who previously qualified as a **Control Group** member, but who no longer performing any duties on behalf of the **Insured Organization** when such act, error, or omission occurred, will not be imputed to the **Insured Organization**.

10. Part 2. of the Other Insureds & Related Entities exclusion is deleted and replaced with the following:

2. any business enterprise in which any member of the **Control Group** has greater than 15% ownership interest, or made by any parent company or other entity which owns more than 15% of the **Named Insured**.

12. Notice of Claim or Loss under General Conditions is deleted in its entirety and replaced with the following:

Notice of Claim or Loss

1. Notice of Breach

With respect to the **Breach Response** insuring agreement, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Control Group**, but in no event later than 90 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this subsection will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

2. Notice of First Party Loss – Cyber Extortion

With respect to **Cyber Extortion Loss** insuring agreement, the **Named Insured** must notify the Underwriters of any **Extortion Threat** as soon as practicable after discovery by the **Insured**, but in no event later than 90 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

3. Notice of First Party Loss – Other First Party Loss

With respect to the **First Party Loss** insuring agreements (other than Cyber Extortion Loss), the **Named Insured** must notify the Underwriters of the circumstance, incident or event giving rise to such loss as soon as practicable after discovery by the **Named Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

The **Named Insured** will provide the Underwriters a proof of loss for all **Loss** claimed under the First Party Loss insuring agreements (other than Cyber Extortion Loss). All such loss must be reported, and all proofs of loss must be provided, to the Underwriters no later than 180 days after discovery of the circumstance, incident or event giving rise to such loss.

4. Notice of Liability Claim

With respect to the **Liability** insuring agreements, the **Insured** must notify the Underwriters of any **Claim** as soon as practicable upon knowledge of the **Control Group**, but in no event later than: (i) 90 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable).

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss, eCrime or Supplemental First Party Loss insuring agreements and that is reported to the Underwriters in conformance with the General Conditions section herein will be considered to have been made during the **Policy Period**.

5. *Notice of eCrime and Supplemental First Party Loss*

With respect to the **eCrime** and **Supplemental First Party Loss** insuring agreements, the **Named Insured** must notify the Underwriters of any loss as soon as practicable, but in no event later than 90 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

13. Notice of Circumstance under General Conditions is amended by the addition of:

Notwithstanding anything under **Notice of Circumstance** to the contrary, if any law enforcement authority expressly prevents the **Insured** from disclosing to the Underwriters specific information concerning an incident (or reasonably suspected incident) described in parts 1. and 2. of the Data & Network Liability insuring agreement, the notice obligations under **Notice of Circumstance** shall be waived, provided the **Insured**:

1. requests permission to share information regarding such incident or reasonably suspected incident with the Underwriters as soon as practicable after receiving such direction from law enforcement authority and is prevented from doing so;
2. withholds only that portion of information it has been restricted from disclosing to the Underwriters, meaning further that the Insured shall notify the Underwriters of an incident or reasonably suspected incident even if any information relating to such notice is unable to be shared with the Underwriters; and
3. the **Insured** provides notice as required under **Notice of Circumstance** as soon as legally possible after law enforcement authority permits.

In all instances, the **Insured** must provide notice no later than one hundred-eighty (180) days after the **Policy Period**, and unless such incident or suspected incident is reported in accordance with the obligations under **Notice of Circumstance**, there shall be no coverage in connection with such incident or suspected incident.

14. Defense of Claims under General Conditions is deleted in its entirety and replaced with the following:

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim**:

1. seeking **Damages**;
2. under the Media Liability insuring agreement, in the form of a civil suit against the **Insured** seeking injunctive relief for one or more of the acts listed in the definition of

Media Liability if such act is committed by or on behalf of the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public; or

3. under the Regulatory Defense and Penalties insuring agreement, in the form of a **Regulatory Proceeding**.

Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

15. Cancellation under General Conditions is deleted and replaced with the following:

Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 20 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

16. Representation by the Insured under General Conditions is deleted in its entirety and replaced with the following:

All **Insureds** agree that the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof; provided, that (i) the knowledge of any natural person **Insured** shall not be imputed to any other natural person **Insured**, and (ii) only the knowledge of the **Control Group** shall be imputed to the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CATASTROPHIC FIRST PARTY LOSS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

1. The following sections are added to the Coverage Schedule in the Declarations:

Catastrophic First Party Loss	50% of the Policy
Aggregate Limit of Liability:	Aggregate Limit of Liability

Catastrophic First Party Loss Sub-Limits:

Business Interruption Loss:

<i>Resulting from Security Breach:</i>	50% of applicable limit of liability set forth in the First Party Loss section
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<i>Resulting from System Failure:</i>	50% of applicable limit of liability set forth in the First Party Loss section
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Dependent Business Loss:

<i>Resulting from Dependent Security Breach:</i>	50% of applicable limit of liability set forth in the First Party Loss section
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<i>Resulting from Dependent System Failure:</i>	50% of applicable limit of liability set forth in the First Party Loss section
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Cyber Extortion Loss:

50% of applicable limit of liability set forth in the First Party Loss section
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Data Recovery Loss:

50% of applicable limit of liability set forth in the First Party Loss section
--

2. Limit of Liability and Coverage is amended to include:

Catastrophic First Party Loss Limits

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be subject to the applicable sub-limits of liability set forth in the Catastrophic First Party Loss Sub-Limits section of the **COVERAGE SCHEDULE** in the Declarations. Such sub-limits are in the aggregate, and are part of, and not in addition to, the applicable limits of liability set forth in the First Party Loss section of the **COVERAGE SCHEDULE** in the Declarations.

Provided however that the Underwriter's combined total limit of liability for all **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be the Catastrophic First Party Loss Aggregate Limit of Liability set forth in the **COVERAGE SCHEDULE** in the Declarations. Such limit shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organization** sustains or incurs that is not as a result of a **Catastrophic Cyber Event** will remain subject to the limits of liability set forth in the First Party Loss section of the **COVERAGE SCHEDULE** in the Declarations.

3. Definitions is amended to include:

Affiliate means any entity directly or indirectly controlled by, or under common control with, a **Scheduled Cloud Service Provider** (or any successor of such entity).

Application Program means any computer software program that performs a particular function or task within the **Computer Operating System** for the end-user, including but not limited to database programs, web browsers, enterprise software, word processors, graphics software and media players.

Catastrophic Cyber Event means any **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat** arising out of a **Cloud Services Provider Event or Operating System Event**.

Cloud Services Provider Event means a single partial or complete failure, interruption or malfunction of (or series of related, repeated or continuing partial or complete failures, interruptions or malfunctions of) cloud services provided by a **Scheduled Cloud Service Provider** that exceeds 72 consecutive hours.

Computer Operating System means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **Application Program**. For the avoidance of doubt, **Computer Operating System** shall not mean **Application Program**.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

Operating System Event means a single act of exploitation of (or series of related, repeated or

continuing acts of exploitation of) software vulnerabilities in a **Computer Operating System**, including but not limited to ransomware, wiper malware, computer worms, and computer viruses, which causes a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **Essential Service** in that sovereign state.

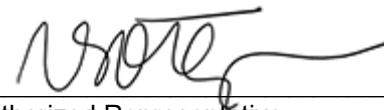
Scheduled Cloud Service Provider means Amazon Web Services, Inc., Microsoft Corporation, Google LLC, or International Business Machines Corporation (or any successor of any of the foregoing) and any **Affiliate** of any of the foregoing that provides cloud services.

4. General Conditions is amended to include:

FIRST Party Loss ADJUSTMENT

The Underwriters may rely on any available evidence which is reasonable in determining whether any **Business Interruption Loss**, **Dependent Business Interruption Loss**, **Cyber Extortion Loss** and/or **Data Recovery Costs** arises from a **Catastrophic Cyber Event** or not. Such available evidence may include information from governments, computer forensics experts, or any other credible sources as to the nature, circumstances, or causes of the event. The Underwriters may also rely on available evidence gathered from any proof of loss provided by the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

LIBERALIZATION ENDORSEMENT

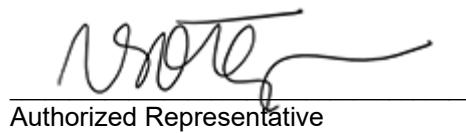
This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the **Insured** shall receive the benefit of the broader terms and conditions of this Policy or the expiring Beazley Breach Response Policy, except in relation to the Policy Period, the Optional Extension Period, the Limit of Liability and the Retentions of this Policy or with respect to any limitation in any Endorsement attaching to this Policy.

The Underwriters will not be obligated to issue this Endorsement on any renewal of this Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

1. Following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

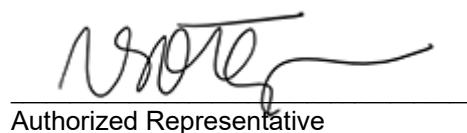
Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Beazley Security. Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services** and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Beazley Security to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



A handwritten signature in black ink, appearing to read "Nate", is written over a horizontal line. Below the line, the text "Authorized Representative" is printed in a small, black, sans-serif font.

Effective date of this Endorsement: 18-Jan-2026

This Endorsement is attached to and forms a part of Policy Number:

Beazley Excess and Surplus Insurance, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

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

1. The Policy is amended to include the following State Consumer Privacy Statutes insuring agreement:

State Consumer Privacy Statutes

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of Claim is amended to include the following:
 4. institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The Governmental Actions exclusion and part 1. of the Gathering or Distribution of Information exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the Trade Practices and Antitrust exclusion is deleted in its entirety and replaced with the following:

Trade Practices

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN



Town of
Brighton

Highway Department

William Haefner
Highway Superintendent &
Sewer Superintendent

January 14, 2026

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Authorization of Bids for 2026 (Highway/Sewer/DPW)

Dear Chairperson and Committee Members:

Authorization is requested to solicit bids as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2026 Budget:

- Home Acres Entrance Monument Design and Construction
- Fence Repair Services
- Rectangular Rapid Flashing Beacon (RRFB) Installation Services
- Tree Maintenance and Removal Services
- Street Lighting Repair and Electrical Services
- Pavement profiling (milling)
- Gutter Replacement
- Curb Replacement and Installation
- Paver rental
- Vehicle tires and appurtenances
- Cured-in-place pipe lining
- Grouting sanitary sewer
- Equipment and Machinery per the 2026 approved budget
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Building Repair and Maintenance
- Mowing
- Shredding Services
- GIGP Green Infrastructure Maintenance

Furthermore, it is recommended that the use of State, County, City or other bids also be authorized for goods and services, when in the best interest of the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 21, 2026, meeting in the event that you have any questions regarding this matter.

Very truly yours,

William Haefner
Superintendent of Highways and Sewers

cc: E. Johnson
A. Bunker
B. Monroe
J. Mancuso



Town of
Brighton

Highway Department

William Haefner
Highway Superintendent &
Sewer Superintendent

January 14, 2026

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

re: Authorization of Bids/RFP's/RFQs for 2026
DPW/Town Facilities

Dear Chairperson and Committee Members:

Authorization is requested to solicit bids for materials, equipment and services as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2026 Budget.

Hardware, Cleaning, Landscaping Materials, Hand/Garden Tools, Paint, Electrical, Plumbing, HVAC and Miscellaneous Building Supplies.

Furthermore, it is recommended that the use of State, County, City or other bids also be authorized for the above goods and services, when in the best interest of the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 21, 2026, meeting in the event that you have any questions regarding this matter.

Very truly yours,

William Haefner
Superintendent of Highways and Sewers

cc: C. Roscoe
G. Donofrio
E. Johnson
A. Bunker
B. Monroe
J. Mancuso



Town of
Brighton

Public Works Department

Glen Layton
Commissioner of Public Works

January 19, 2026

The Honorable Finance and Administrative Services Committee
2300 Elmwood Ave.
Rochester, NY 14618

Re: Town Hall Renovation – Milestone (Contract #1)

Dear Board Members:

At the November 13, 2024 Town Board Meeting, the Board approved awarding of the Town Hall Renovation Contract #1 (General Construction) to Milestone Construction Partners Inc. for the bid amount of \$3,860,000.00. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the base bid (\$386,000). Currently the Supervisor has approved change orders in the amount of \$717,419.37.

Milestone has submitted Potential Change Orders (PCOs) for the General Construction work being done as part of the Town Hall Renovation. Below is a description of the work to be done for each of the PCOs.

1. PCO#60 is \$1,133.00, which reflects additional work associated with performing field modifications restoring exposed plaster in room 016 due to the removal of the raised flooring in this area.

This proposal would increase the total change order amount over the authorized 10% of the base general construction contract amount. I recommend that the Supervisor be Authorized to sign a change order for this work in the amount of \$1,133.00.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 21, 2026, meeting in the event that you have any questions regarding this matter.

Sincerely,

Glen Layton
Commissioner of Public Works

Milestone Construction Partners
 100 Tech Park Drive
 Rochester, New York 14623
 Phone: (585) 247-5179

Project: - Brighton Town Hall (BTH)
 2300 Elmwood Avenue
 Brighton, New York 14618

Prime Contract Potential Change Order #060: RFI #57: Exposed Plaster Wall Repair at HR Room 016

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	060 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Raphael Cardamone (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	1/7/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:	0 days	SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$1,133.00

POTENTIAL CHANGE ORDER TITLE: RFI #57: Exposed Plaster Wall Repair at HR Room 016

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (*The Contract Is Changed As Follows*)

RFI #57: Exposed Plaster Wall Repair at HR Room 016

SCOPE: Per direction of In/Ex from RFI #57: "Exposed Plaster Wall Repair at HR Room 016", furnish the following.

ADD: ADD APPROX. 24 LF OF 6" HIGH BASE INFILL ROOM 104E

COST: MATERIALS: FRAMING, DRYWALL, etc. \$ 170.00

LABOR: JOURNEYMAN CARP. 10 HOURS @ 72.48/HR. \$ 725.00

Total + GC Markup = \$ 1,133

ATTACHMENTS:

Heather Landis (IN/EX Architecture P.C.)
 133 South Fitzhugh Street
 Rochester, New York 14608

Town of Brighton
 2300 Elmwood Avenue
 Rochester, New York 14618

Milestone Construction Partners
 100 Tech Park Drive Suite C
 Rochester, New York 14623

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**