State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## Filing at a Glance

Companies:	The Cincinnati Casualty Company
	The Cincinnati Indemnity Company
	The Cincinnati Insurance Company
Product Name:	Cyber Risk
State:	California
TOI:	05.0 CMP Liability and Non-Liability
Sub-TOI:	05.0000 CMP Sub-TOI Combinations
Filing Type:	New Program
Date Submitted:	03/22/2019
SERFF Tr Num:	CNNA-131859253
SERFF Status:	Closed-Approved
State Tr Num:	19-1148;19-1148-A;19-1148-B
State Status:	Approved
Co Tr Num:	CQD-IL-17-1500-CA
Effective Date	05/01/2019
Requested (New):	
Effective Date	05/01/2019
Requested (Renewal):	
Author(s):	Jean Sterwerf, Cindy Traurig, Sharon Bowman, Tia Wells, Mona Helton, Carey Cash, Suzanne
	Maringer, Debbie Baum
Reviewer(s):	Agavni Gulatyan (primary), Neruka Okpara
Disposition Date:	08/28/2019
Disposition Status:	Approved
Effective Date (New):	
Effective Date (Renewal):	

# This filing was provided as part of The California Insurance ADVISOR Subscribe @ www.martincompanyus.com or call 800-896-8000

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **General Information**

Project Name:	Status of Filing in Domicile: Authorized
Project Number: Initial Cyber Filing	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/28/2019	
State Status Changed: 08/28/2019	Deemer Date: 06/04/2019
Created By: Tia Wells	Submitted By: Tia Wells
Corresponding Filing Tracking Number:	

Filing Description: At this time we wish to file Rules, Rates and Forms per the attached memorandum.

Your approval is requested for use on policies effective on or after May 1, 2019

# Company and Contact

Filing Contact Information		
Tia Wells, Forms and Rate Analyst II	tia_wells@cinfin.com	
PO BOX 145496	513-603-5328 [Phone]	
Cincinnati, OH 45250-5496	513-881-8885 [FAX]	
Filing Company Information		
The Cincinnati Casualty Company	CoCode: 28665	

(513) 870-2000 ext. [Phone] The Cincinnati Indemnity Company	FEIN Number: 31-0826946 CoCode: 23280	State of Domicile: Ohio
Fairfield, OH 45014	Group Name: Cincinnati Fin Grp	State ID Number:
6200 S. Gilmore Road	Group Code: 244	Company Type:

6200 S. Gilmore RoadGroup Code: 244Fairfield, OH 45014Group Name: Cincinnati Fin Grp(513) 870-2000 ext. [Phone]FEIN Number: 31-1241230

The Cincinnati Insurance Company 6200 S. Gilmore Road Fairfield, OH 45014 (513) 870-2000 ext. [Phone]

## CoCode: 10677 Group Code: 244 Group Name: Cincinnati Fin Grp FEIN Number: 31-0542366

State of Domicile: Ohio Company Type:

Company Type:

State ID Number:

State ID Number:

State of Domicile: Ohio

## **Filing Fees**

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

## State Specific

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

Variance Requested? (Yes/No): n

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company	: The Cincinnati Ca	asualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	/ and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	g			

## **Correspondence Summary**

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Neruka Okpara	08/28/2019	08/28/2019

### **Objection Letters and Response Letters**

Objection Le	etters			Response Letters			
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted	
Respond immediately	Neruka Okpara	07/08/2019	07/08/2019	Tia Wells	07/19/2019	07/19/2019	
Hold till company response	Neruka Okpara	06/11/2019	06/11/2019	Tia Wells	06/26/2019	06/26/2019	
Hold till company response	Agavni Gulatyan	05/24/2019	05/24/2019	Jean Sterwerf	06/04/2019	06/05/2019	
Pending company response	Jesse Rivera	03/26/2019	03/26/2019	Tia Wells	03/26/2019	03/26/2019	

## **Filing Notes**

Subject	Note Type	Created By	Created On	Date Submitted
HSB Expenses	Note To Reviewer	Tia Wells	07/31/2019	07/31/2019
HSB Expenses	Note To Filer	Neruka Okpara	07/22/2019	07/22/2019
Deemer Waiver	Note To Reviewer	Cindy Traurig	05/30/2019	05/30/2019
An extension and a waiver letter	Note To Filer	Agavni Gulatyan	05/29/2019	05/29/2019
Request for Extension	Note To Reviewer	Sharon Bowman	05/29/2019	05/29/2019
Reminder	Note To Filer	Agavni Gulatyan	05/29/2019	05/29/2019
Status Check	Note To Reviewer	Jean Sterwerf	05/17/2019	05/17/2019
Romula Caletena - March 2019 Objection Reponse	Note To Reviewer	Tia Wells	03/22/2019	03/22/2019

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filind	7			

## **Disposition**

Disposition Date: 08/28/2019 Effective Date (New): Effective Date (Renewal): Status: Approved

#### Comment:

Only the changes specifically indicated in the application set forth above, as it may have been amended, are approved. Nothing in this letter shall constitute approval of any other application, whether incorporated by reference, or filed prior or subsequent to the application set forth above. The insurer shall begin issuing policies pursuant to this approval within 90 days of the date of this approval, provided that the insurer is licensed in California to transact the line of insurance for which the approval is given. The insurer may implement this approval earlier if it is able to do so. Regardless of the implementation date, the insurer shall implement this approval with the same effective date for both new and renewal business and shall offer this product to all eligible applicants as of the implementation date. This approval shall continue to have full force and effect until such time as a subsequent change for the referenced lines or programs may be approved or ordered by the Insurance Commissioner.

If the approved rate change is different than originally submitted, please be reminded that you must submit copies of rate pages at the approved level within 30 days.

If any portion of the application or related documentation conflicts with California law, that portion is specifically not approved. Policy forms and underwriting guidelines included in this filing were reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance. This approval does not constitute an approval of underwriting guidelines nor the specific language, coverages, terms, covenants and conditions contained in any forms, or the forms themselves. The Commissioner may at any time take any action allowed by law if he determines that any underwriting guidelines, forms or procedures for application of rates, or any other portions of the application conflict with any applicable laws or regulations.

Company	Overall % Indicated	Overall % Rate	Written Premium Change for	Number of Policy Holders Affected	Written Premium for	Maximum % Change	Minimum % Change
Name:	Change:	Impact:	this Program:	for this Program:	this Program:	(where req'd):	(where req'd):
The Cincinnati Casualty Company	%	%				%	%
The Cincinnati Indemnity Company	%	%				%	%
The Cincinnati Insurance Company	%	%				%	%

Overall Rate Information for Multiple Company Filings

**Overall Percentage Rate Indicated For This Filing** 

SERFF Tracking #: CNNA-131859253 State Tracking #: Company Tracking #: CQD-IL-17-1500-CA 19-1148;19-1148-A;19-1148-B First Filing Company: The Cincinnati Casualty Company, ... State: California TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI Combinations Product Name: Cyber Risk Project Name/Number: /Initial Cyber Filing

Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

Schedule	Schedule Item	Schedule Item Status	Public Access	
Supporting Document (revised)	New Prior Approval Rate Application		Yes	
Supporting Document	New Prior Approval Rate Application		Yes	
Supporting Document	Underwriting Guidelines		Yes	
Supporting Document	Crit Response Documents		Yes	
Supporting Document	Crit Response #2		Yes	
Supporting Document	Crit Responses		Yes	
Supporting Document	March 2019 Crit Response		Yes	
Supporting Document	May, 2019 Crit Response		Yes	
Supporting Document	June 2019 Crit Response		Yes	
Form	SUPPLEMENTAL QUESTIONNAIRE FOR INCREASED LIMITS ON CINCINNATI DATA DEFENDER™/CINCINNATI NETWORK DEFENDER™		Yes	
Form	APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE	Yes		
Form	NON-BINDING INDICATION APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE		Yes	
Form	CINCINNATI DATA DEFENDER™ COVERAGE FORM		Yes	
Form	CINCINNATI NETWORK DEFENDER™ COVERAGE FORM		Yes	
Form	CINCINNATI CYBER DEFENSE™ COVERAGE FORM		Yes	
Form	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT		Yes	
Form SUPPLEMENTAL EXTENDED REPORTING PLENDORSEMENT			Yes	
Form	WARRANTY STATEMENT		Yes	
Form	ADDITIONAL INSURED		Yes	
Form	ADDITIONAL INSURED - GRANTOR OF FRANCHISE		Yes	
Form	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS		Yes	
Form	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS		Yes	

PDF Pipeline for SERFF Tracking Number CNNA-131859253 Generated 09/10/2019 07:37 PM

CNNA-131859253 State Tracking #:

**ig #:** 19-1148;19-1148-A;19-1148-B

Company Tracking #: CQD-IL-17-1500-CA

State:	California	First Filing Company:	The Cincinnati Casualty Company,
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI Combinations		
Product Name:	Cyber Risk		
Project Name/Number:	/Initial Cyber Filing		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS		Yes
Form	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS		Yes
Form	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS		Yes
Form	CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS		Yes
Form	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM		Yes
Form	GENERAL CHANGE ENDORSEMENT		Yes
Form	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE- CALIFORNIA		Yes
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM		Yes
Form	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL		Yes
Rate	MANUAL PAGES		Yes

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Objection Letter**

Objection Letter Status	Respond immediately
Objection Letter Date	07/08/2019
Submitted Date	07/08/2019
Respond By Date	

## Dear Tia Wells,

Introduction:

6. Rating Modifications: "... The aggregate Individual Risk Modification factor may not be lower than 0.75 or greater than 1.25." The Department can not allow IRPM greater +/- 25%. Revise Company accordingly.

#### Conclusion:

Sincerely, Neruka Okpara

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Objection Letter**

Objection Letter Status	Hold till company response
Objection Letter Date	06/11/2019
Submitted Date	06/11/2019
Respond By Date	

#### Dear Tia Wells,

#### Introduction:

1.Per 03/22/19 Note-to Reviewer, if filing is a refile of Company's 18-2470, 2471, and 2472, did Cincinnati address all issues raised on first 06/16/18 Objection?

2.Does Company have a name for this New Program under CMP, and if so, is it Cyber Recovery Coverage Program, Data Defender Program, or something else?

3.Per Rate Filing memo, "The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges..." What is the relationship between Cincinnati and HSB?

4. To our knowledge, HSB is not an advisory organization.

a.Why is Cincinnati adopting HSB rates?

b.Are the underwriting guidelines/criteria, rating rules and limits of coverage same as HSB?

c.Provide California number to HSB filing been utilized

5. Does the program provide coverage for TRIA, and/ or if it does, would that be for Certified or non-Certified TRIA?

6.Per Guideline – Cyber Risk Liability, "we are not offering this coverage mono-line; we must write other commercial business for the insured in order to offer any of the 3 of our cyber forms". Which coverage are been referred to?

#### **Conclusion:**

Sincerely, Neruka Okpara

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Objection Letter**

Objection Letter Status	Hold till company response
Objection Letter Date	05/24/2019
Submitted Date	05/24/2019
Respond By Date	05/29/2019

Dear Tia Wells, Introduction:

Rate Template page 4.2 shows the following for Fines and Penalties in the Excluded Expense Ratio calculation:

2015/\$ 51,694 2016/\$ 98,382 2017/\$ 188,584

Please provide details about what these fines and penalties are for. We need to see the amounts and the reasons for the fines and penalties. If this information cannot be found, please remove the amounts from the application.

Thank you Agavni Ani Gulatyan 213-346-6689

#### Conclusion:

Sincerely, Agavni Gulatyan

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Objection Letter**

Objection Letter StatusPending company responseObjection Letter Date03/26/2019Submitted Date03/26/2019Respond By Date03/26/2019

Dear Tia Wells, Introduction:

Thank you for your application. However, to meet basic compliance for this filing, please respond to the objection(s) below.

#### **Objection 1**

- New Prior Approval Rate Application (Supporting Document)

Comments: The type of insurance (TOI) in SERFF (Commercial Multi-Peril) and on the rate application and rate template (Commercial Other Liability) is inconsistent. Please verify. If SERFF is wrong, withdraw this filing and then resubmit with the correct type of insurance. If the application is wrong, please revise it.

#### Conclusion:

Sincerely, Jesse Rivera

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Response Letter**

Response Letter Status	Submitted to State
Response Letter Date	07/19/2019
Submitted Date	07/19/2019

Dear Agavni Gulatyan, Introduction: Thank you for reviewing this filing.

Response 1

#### Comments:

Please clarify your concern. Your requirement of +/-25% is the same as our manual IRPM wording "lower than 0.75 or greater than 1.25."

#### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

#### Conclusion:

Sincerely, Tia Wells

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Cas	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	9			

## **Response Letter**

Response Letter Status	Submitted to State
Response Letter Date	06/26/2019
Submitted Date	06/26/2019

#### Dear Agavni Gulatyan,

#### Introduction:

Thank you for reviewing this filing.

#### Response 1

#### Comments:

Please see the attached document under supporting docs "June 2019 Crit Response"

#### Changed Items:

Supporting Document Schedule Item Changes		
Satisfied - Item:	June 2019 Crit Response	
Comments:		
Attachment(s):	Crit Response #6.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:** 

Sincerely, Tia Wells

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	/ and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filine	q			

### **Response Letter**

Response Letter Status	Submitted to State
Response Letter Date	06/04/2019
Submitted Date	06/05/2019

Dear Agavni Gulatyan,

#### Introduction:

Thank you for your May 24, 2019 letter regarding the above filing.

#### Response 1

#### Comments:

As requested, attached are documents for the years of 2015, 2016 and 2017 reflecting the amounts and the reasons for the Fines and Penalties shown in the Rate Template page 4.2 - Excluded Expense Ratio calculation.

#### Changed Items:

Supporting Document Schedule Item Changes						
Satisfied - Item: May, 2019 Crit Response May						
Comments:	Please see the attached documents detailing Fines and Penalties for 2015, 2016 and 2017.					
Attachment(s):	FINES AND PENALTIES 2015.pdf FINES AND PENALTIES 2016.pdf FINES AND PENALTIES 2017.pdf					

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

#### Conclusion:

Thank you very much for your time and consideration in reviewing this filing.

Have a good day!

Jean Sterwerf

SERFF Tracking #:	Tracking #: CNNA-131859253 State Tracking #: 19-1148		19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	y and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	g			

Sincerely,

Jean Sterwerf

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	y and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	: /Initial Cyber Filing	g			

### **Response Letter**

Response Letter Date     03/26/2019       Submitted Date     03/26/2019	Response Letter Status	Submitted to State
Submitted Date 03/26/2019	Response Letter Date	03/26/2019
Submitted Date 03/20/2019	Submitted Date	03/26/2019

#### Dear Agavni Gulatyan,

#### Introduction:

Thank you for reviewing this filing.

#### Response 1

#### Comments:

I have attached the updated Prior Approval Rate Application which includes the updated TOI/sub-TOI to match the Serff submission.

#### **Related Objection 1**

#### Applies To:

- New Prior Approval Rate Application (Supporting Document)

Comments: The type of insurance (TOI) in SERFF (Commercial Multi-Peril) and on the rate application and rate template (Commercial Other Liability) is inconsistent. Please verify. If SERFF is wrong, withdraw this filing and then resubmit with the correct type of insurance. If the application is wrong, please revise it.

#### Changed Items:

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	/ and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	g			

Supporting Document Se	chedule Item Changes
Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	DOI FORMS MEMO.pdf Exhibit 16 - Cyber.pdf CYBER PRIOR APP RATE TEMPLATE REVISED.xlsm CYBER PRIOR APP RATE TEMPLATE REVISED.pdf MEMO exhibit 18 rules.pdf exhibit 18 FORMS MEMO.pdf CYBER APPLICATION- signed.pdf CYBER APPLICATION.xlsm
Previous Version	
Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	DOI FORMS MEMO.pdf CYBER APPLICATION.xlsm CYBER APPLICATION- signed.pdf Exhibit 16 - Cyber.pdf CYBER PRIOR APP RATE TEMPLATE REVISED.xlsm CYBER PRIOR APP RATE TEMPLATE REVISED.pdf MEMO exhibit 18 rules.pdf exhibit 18 FORMS MEMO.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely, Tia Wells

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Reviewer**

#### **Created By:**

Tia Wells on 07/31/2019 11:48 AM

#### Last Edited By:

Tia Wells

#### Submitted On:

07/31/2019 11:48 AM

#### Subject:

**HSB** Expenses

#### **Comments:**

No, the rates provided by HSB do not include the HSB expense and profit loads?

State:CaliforniaFirst Filing Company:The Cincinnati Casuality Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casuality Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Filer**

**Created By:** 

Neruka Okpara on 07/22/2019 01:49 PM

Last Edited By:

Neruka Okpara

#### Submitted On:

07/22/2019 01:49 PM

#### Subject:

**HSB** Expenses

#### **Comments:**

HSB as rates - rates provided by HSB ("outsource provider") do they include HSB expense and profit loads?

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Reviewer**

#### **Created By:**

Cindy Traurig on 05/30/2019 07:10 AM

#### Last Edited By:

**Cindy Traurig** 

#### Submitted On:

05/30/2019 07:10 AM

#### Subject:

**Deemer Waiver** 

#### **Comments:**

Regarding the above-referenced rate application, The Cincinnati Insurance Companies ("applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, Los Angeles, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day (Enter Number of days from and including Public Notice Date), and the 180-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of Days from and including Public Notice Date).

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Filer**

Created By:

Agavni Gulatyan on 05/29/2019 03:25 PM

Last Edited By:

Agavni Gulatyan

#### **Submitted On:**

05/29/2019 03:29 PM

Subject:

An extension and a waiver letter

#### Comments:

Requesting an extension has been granted, however we are close to the deemer date, therefor we need a waiver letter please ASAP.

Please provide a waiver letter by using the following wording:

Regarding the above-referenced rate application, ...... ("applicant") hereby waives all deemer provisions of California Insurance Code Section 1861.05, specifically, the 60-day deemer and the 180-day deemer. If the applicant wishes to reactivate the deemer provisions, the applicant will make its request in writing to the Department of Insurance Rate Filing Bureau, Los Angeles, California. Upon reactivation, the 60-day deemer will resume five days after the Department's receipt of the applicant's request to reactivate the deemer, on day (Enter Number of days from and including Public Notice Date), and the 180-day deemer will resume five days after the Department, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of the applicant's request to reactivate the deemer, on day (Enter Number of Days from and including Public Notice Date).

Thank you Agavni Ani Gulatyan 213-346-6689 State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Reviewer**

**Created By:** 

Sharon Bowman on 05/29/2019 02:28 PM

Last Edited By:

Sharon Bowman

#### Submitted On:

05/29/2019 02:29 PM

Subject:

Request for Extension

**Comments:** 

Good Afternoon Agavni,

Thank you for your note of 5/24/19. We are currently working to gather the data for our response but have not received it as of yet. May we request and extension of a week to respond?

Thank you for your consideration of our request.

Sincerely,

Sharon Bowman on behalf of Jean Sterwerf

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Filer**

#### **Created By:**

Agavni Gulatyan on 05/29/2019 11:27 AM

#### Last Edited By:

Agavni Gulatyan

#### Submitted On:

05/29/2019 11:27 AM

#### Subject:

Reminder

#### Comments:

I'm not Romula, I'm Ani :)

I would like to let you know that today is your last day to respond to the objection letter.

Thank you Agavni Ani Gulatyan 213-346-6689 State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Reviewer**

#### **Created By:**

Jean Sterwerf on 05/17/2019 02:56 PM

#### Last Edited By:

Jean Sterwerf

#### Submitted On:

05/17/2019 02:56 PM

#### Subject:

Status Check

#### **Comments:**

Hi Romula,

Just wanted to follow-up on the above filing. Please let me know if there is any additional information you need for your review.

Thank you very much, and have a good weekend!

Jean Sterwerf

State:CaliforniaFirst Filing Company:The Cincinnati Casualty Company, ...TOI/Sub-TOI:05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI CombinationsThe Cincinnati Casualty Company, ...Product Name:Cyber RiskProject Name/Number:/Initial Cyber Filing

## **Note To Reviewer**

#### **Created By:**

Tia Wells on 03/22/2019 12:27 PM

#### Last Edited By:

Tia Wells

#### Submitted On:

03/22/2019 12:27 PM

#### Subject:

Romula Caletena - March 2019 Objection Reponse

#### **Comments:**

Thank you for taking the time to review our filing. This submission is in response to an objection received on a previous filing where we were asked to amend the TOI and sub TOI. Please reference our previous filing which was submitted 3/30/2018. The state tracking number for that filing is 18-2470;18-2471;18-2472. Please also see our responses to your questions under Supporting Documentation "March 2019 Crit Response" as well as our updated forms list and updated manual pages. Please let me know if there is anything further you would like me to provide.

Thanks, Tia Wells

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	Tracking #: CQD-IL-17-1500-CA		
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,		
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations				
Product Name:	Cyber Risk						
Project Name/Number:	/Initial Cyber Filing	9					

## Form Schedule

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
1		SUPPLEMENTAL QUESTIONNAIRE FOR INCREASED LIMITS ON CINCINNATI DATA DEFENDER™/CINCINNA TI NETWORK DEFENDER™	HC 002	01 18	ERS	New		0.000	HC002 0118.pdf
2		APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE	HC 004	01 18	ABE	New		0.000	HC004 0118.pdf
3		NON-BINDING INDICATION APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE	HC 005	01 18	ABE	New		0.000	HC005 0118.pdf
4		CINCINNATI DATA DEFENDER™ COVERAGE FORM	HC 102	01 18	PCF	New		0.000	HC102 0118- 090219a88021df cd.pdf
5		CINCINNATI NETWORK DEFENDER™ COVERAGE FORM	HC 103	01 18	PCF	New		0.000	HC103 0118- 090219a88022c1 0f.pdf
6		CINCINNATI CYBER DEFENSE™ COVERAGE FORM	HC 104	01 18	PCF	New		0.000	HC104 0118- 090219a88021d4 b5.pdf
7		SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT	HC 455	01 16	END	New		0.000	HC455 0116.pdf
8		SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT	HC 456	01 16	END	New		0.000	HC456 0116.pdf
9		WARRANTY STATEMENT	HC 476	01 16	PCF	New		0.000	HC476 0116- 090219a88017e1 85.pdf
10		ADDITIONAL INSURED	HC 4131	01 18	END	New		0.000	HC4131 0118- 090219a880214a 6a.pdf

SERFF Tracking #:

CNNA-131859253 S

State Tracking #: 19-1148;19-1148-A;19-1148-B

Company Tracking #: CQD-IL-17-1500-CA

State:	California	First Filing Company:	The Cincinnati Casualty Company,						
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI Co.	5.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI Combinations							
Product Name:	Cyber Risk								
Project Name/Number:	/Initial Cyber Filing								

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
11		ADDITIONAL INSURED - GRANTOR OF FRANCHISE	HC 4132	01 18	END	New		0.000	HC4132 0118- 090219a880218c ba.pdf
12		CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS	HC 502	01 18	DEC	New		0.000	HC502 0118 ECLAS- 090219a88021b3 75.pdf
13		CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS	HC 503	01 18	DEC	New		0.000	HC503 0118 ECLAS- 090219a88021b3 7d.pdf
14		CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS	HC 504	01 18	DEC	New		0.000	HC504 0118 ECLAS- 090219a880218f 5b.pdf
15		CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS	HC 505	01 18	DEC	New		0.000	HC505 0118- 090219a880218f 63.pdf
16		CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS	HC 506	01 18	DEC	New		0.000	HC506 0118- 090219a88021b3 8b.pdf
17		CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS	HC 507	01 18	DEC	New		0.000	HC507 0118- 090219a880218f a2.pdf
18		EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	IA319	01 15	END	New		0.000	IA319 0115.pdf
19		GENERAL CHANGE ENDORSEMENT	IA407	09 09	END	New		0.000	IA407 0909.pdf
20		POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE- CALIFORNIA	IA4236CA	01 15	END	New		0.000	IA4236CA 0115.pdf

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA	
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,	
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations			
Product Name:	Cyber Risk					
Project Name/Number:	/Initial Cyber Filing	g				

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
21		CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	IA4238	01 15	END	New		0.000	IA4238 0115.pdf
22		CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL	IA4392CA	12 11	END	New		0.000	IA4392CA 1211.pdf

#### Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

#### [COMPANY NAME] A Stock Insurance Company

## CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Insuring Agreement		Annual Aggregate	Sublim		nit	Deductible	
Α	Response Expenses	\$ Fore		c IT Review	\$	\$	
			Legal R	eview	\$		
			PR Serv	vices	\$		
В	Defense and Liability	R		ory Fines and s	\$	\$	
		PCI Fine Penaltie		\$			
С	Identity Recovery	\$	Lost Wages and Child and Elder Care Mental Health Counseling		\$	\$	
					\$		
			Miscella Unname		\$		
TOTAL ANNUAL PREMIUM							
Optional Supplemental Extended Reporting Period - Term:				Optional Supplemental Extended Reporting Period - Premium:			
OR	MS AND/OR ENDORSI	EMENTS APPLICAE	BLE TO TH	IS COVERAGE	PART:		

#### [COMPANY NAME] A Stock Insurance Company

## CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Retro	active Date:							
Limits of Insurance and Deductible								
Insuring Agreement			Annual Aggregate	Sublimit			Deductible	
A	Computer At	tack	\$	Cyber Extortion Loss of Business Public Relations	\$ \$ \$		\$ \$	1 2
В	Network Sec Electronic Me	2	\$				\$	
TOTAL ANNUAL PREMIUM \$								
Optional Supplemental Extended Reporting Period - Term:				Optional Supplemental Extended Reporting Period - Premium:				
FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:								

<sup>&</sup>lt;sup>1</sup> Computer Attack Deductible other than Cyber Extortion

<sup>&</sup>lt;sup>2</sup> Cyber Extortion Deductible

### [COMPANY NAME] A Stock Insurance Company CINCINNATI CYBER DEFENSE™ COVERAGE PART

### DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

	Retroactive Date:	Prior or I	Pending Date:	Continuity Date:				
Limits of Insurance and Deductibles								
Cov	Coverage Part Annual Aggregate: \$							
	Insuring Agreement	Annual Aggregate	Subli	Deductibles				
Α	Response Expenses	\$			\$			
В	Computer Attack	\$			\$			
С	Cyber Extortion	\$			\$			
D	Identity Recovery	\$	Lost Wages and Child and Elder Care Mental Health Counseling Miscellaneous Unnamed Costs	\$ \$ \$	\$			
Е	Data Compromise Liability	\$			\$			
F	Network Security Liability	\$			\$			
G	Electronic Media Liability	\$			\$			
тот	TOTAL ANNUAL PREMIUM \$							
	Optional Supplemental Exte Period - Tern		Optional Supplemental Extended Reporting Period - Premium:					
FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:								

## ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### CINCINNATI CYBER DEFENSE™ COVERAGE PART CINCINNATI DATA DEFENDER™ COVERAGE PART CINCINNATI NETWORK DEFENDER™ COVERAGE PART

#### SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION VII – DEFINITIONS (Cyber Defense) or SECTION VI - DEFINITIONS (Data Defender and Network Defender), the definition of "insured", Paragraph b. is amended to include as an additional "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as a result of business operations conducted by you.

However:

- The insurance afforded to such additional "insured" only applies to the extent permitted by law; and
- 2. If coverage provided to the additional "insured" is required by a contract or agreement, the insurance afforded to such additional "insured" will not be broader than that which you are required by the contract or agreement to provide for such additional "insured".

B. With respect to the insurance afforded to these additional "insureds", the following is added to SECTION II - LIMITS OF INSUR-ANCE (Cyber Defense) or SECTION II - LIM-ITS OF INSURANCE AND DEDUCTIBLE (Data Defender and Network Defender):

If coverage provided to the additional "insured" is required by a contract or agreement, the most we will pay on behalf of the additional "insured" is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **ADDITIONAL INSURED - GRANTOR OF FRANCHISE**

This endorsement modifies insurance provided under the following:

#### CINCINNATI CYBER DEFENSE™ COVERAGE PART CINCINNATI DATA DEFENDER™ COVERAGE PART CINCINNATI NETWORK DEFENDER™ COVERAGE PART

#### SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION VII – DEFINITIONS (Cyber Defense) or SECTION VI - DEFINITIONS (Data Defender and Network Defender), the definition of "insured", Paragraph b. is amended to include as an additional "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a franchise to you.

#### However:

- 1. The insurance afforded to such additional "insured" only applies to the extent permitted by law; and
- 2. If coverage provided to the additional "insured" is required by a contract or agreement, the insurance afforded to such additional "insured" will not be broader than that which you are required by the contract or agreement to provide for such additional "insured".

B. With respect to the insurance afforded to these additional "insureds", the following is added to SECTION II - LIMITS OF INSUR-ANCE (Cyber Defense) or SECTION II - LIM-ITS OF INSURANCE AND DEDUCTIBLE (Data Defender and Network Defender):

If coverage provided to the additional "insured" is required by a contract or agreement, the most we will pay on behalf of the additional "insured" is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

#### whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)

- **A.** The following definitions are added with respect to the provisions of this endorsement:
  - 1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
    - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
    - **b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - 2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce the civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- **B.** The following exclusion is added:

# EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
- 2. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- The total of insured damage to all types of 3. property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident;
- 4. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - **a.** Physical injury that involves a substantial risk of death;
  - **b.** Protracted and obvious physical disfigurement; or
  - **c.** Protracted loss of or impairment of the function of a bodily member or organ; or

Includes copyrighted material of ISO Properties, Inc. and American Association of Insurance Services, Inc., with their permission. 5. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section I of the Businessowners Package Policy.

#### C. Exception Covering Certain Fire Losses

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy:

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses. This Section C. does not apply to:

- 1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
- 2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

# D. Exception Covering Minimum Financial Responsibility

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B**. of this endorsement does not apply to:

- Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
- 2. Uninsured and/or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

#### E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or endorsement such as losses excluded by:

- Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
- 2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
- **3.** Any other exclusion,

Includes copyrighted material of ISO Properties, Inc. and American Association of Insurance Services, Inc., with their permission. regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

#### F. Conformity With Statute

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the extent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

#### G. Supersession

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

#### H. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.

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

### **GENERAL CHANGE ENDORSEMENT**

Attached to and forming part of Policy Number		
Issued to		
Effective Date of Endorsement		
Agent		
PREMIUM INFORMATION		
	Additional Premium	Return Premium
Due at Endorsement Effective Date		
Subsequent Installments	Increased byDecreased	by \$
Revised Installment Payments (Not Including Auto	o Premium)	
First Installment \$	Remaining Installment(s) \$	
It is agreed that the policy is amended as indicate	d by X	
Policy Installment Premium Amended to:		
Named Insured		
Mailing Address		
Form(s) Added		
Form(s) Deleted		
All Other Reasons for Change		

# POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE - CALIFORNIA

# THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

Your policy may contain coverage for certain losses caused by terrorism.

#### Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is
   \$
   .
- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

#### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

 Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### <u>Schedule:</u>

Federal Share of Terrorism Losses					
Percentage	Calendar Year				
85%	2015				
84%	2016				
83%	2017				
82%	2018				
81%	2019				
80%	2020				

#### **Cap on Insurer Participation:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

# All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

# B. Cap On Losses from Certified Acts of Terrorism

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### C. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

- 1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
- 2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
- 3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

#### D. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART CLAIMS-MADE EXCESS LIABILITY COVERAGE PART COMMERCIAL AUTO COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL OUTPUT POLICY COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL UMBRELLA LIABILITY COVERAGE PART CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE CONTRACTORS' LIMITED POLLUTION LIABILITY COVERAGE PART CRIME AND FIDELITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART EMPLOYEE BENEFIT LIABILITY COVERAGE PART EMPLOYMENT PRACTICES LIABILITY COVERAGE PART EXCESS LIABILITY COVERAGE PART FARM COVERAGE PART HOLE-IN-ONE COVERAGE PART INTERNET LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART MACHINERY AND EQUIPMENT COVERAGE PART MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE POLLUTION LIABILITY COVERAGE PART PRODUCT WITHDRAWAL COVERAGE PART **PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART** PROFESSIONAL LIABILITY COVERAGE PART PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART **PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE** 

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

# 2. All Policies in Effect for 60 Days or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- **a.** 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or

- (b) You or your representative in pursuing a claim under this policy.
- **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. All Policies in Effect for More than 60 Days
  - a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
    - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
    - (2) Discovery of fraud or material misrepresentation by:

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- (a) Any insured or his or her representative in obtaining this insurance; or
- (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- **b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing ad-

dress shown in the policy, and to the producer of record, at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**
- **B.** The following provision is added to the **Cancellation** Common Policy Condition:

#### 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property -Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- **b.** We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part - Causes of Loss - Special Form; or
- (2) Farm Coverage Part Causes of Loss Form - Farm Property, Paragraph D. Covered Causes of Loss - Special.
- **C.** The following is added and supersedes any provisions to the contrary:

#### NONRENEWAL

 Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### 2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property -Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:
- **b.** We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- **c.** We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
- We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes of Loss - Special Form; or

- (2) Farm Coverage Part Causes of Loss Form - Farm Property, Paragraph **D.** Covered Causes of Loss - Special.
- **3.** We are not required to send notice of nonrenewal in the following situations:
  - **a.** If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
  - **b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within

60 days of the termination of the policy, to obtain that coverage.

- **d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

- □ The Cincinnati Insurance Company
- The Cincinnati Casualty Company

□ The Cincinnati Indemnity Company

### SUPPLEMENTAL QUESTIONNAIRE FOR INCREASED LIMITS ON CINCINNATI DATA DEFENDER™/ CINCINNATI NETWORK DEFENDER™

(Supplement to ACORD 125)

THIS COVERAGE FORM INCLUDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DURING THE APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE PAYABLE WITHIN, NOT IN ADDITION TO, THE LIMIT OF INSURANCE. IF ISSUED, PLEASE READ YOUR POLICY CAREFULLY. THE WORDS "YOU" OR "YOUR" IN THE APPLICATION REFER TO THE APPLICANT AND ANY ENTITY FOR WHICH THE INSURANCE IS INTENDED.

**Note:** It is recommended that the person completing this Application consult with the person(s) within the organization who is (are) responsible for information technology.

Name of Applicant:

#### **Limits Requested**

Cincinnati Data Defender™				
Response Expenses Limit of Insurance	\$100,000	\$250,000	\$500,000	\$1,000,000
Defense and Liability Limit of Insurance	\$100,000	\$250,000	\$500,000	\$1,000,000
Identity Recovery Limit of Insurance	\$25,000	\$25,000	\$25,000	\$25,000

Cincinnati Network Defender™			
Computer Attack Limit of Insurance	\$250,000	\$500,000	\$1,000,000
Network Security Liability Limit of Insurance	\$250,000	\$500,000	\$1,000,000

Questions 1-4 applicable for \$100,000/\$250,000/\$500,000/\$1,000,000 limits	
(All 14 questions must be answered for Network Defender <sup>TM</sup> increased limits)	

- 1. Has your organization suffered a breach of personal information in the last 12 months?
- 2. Do you conduct background checks for prospective employees?

Yes	No
Yes	No

- 3. Is there a posted document retention/destruction policy in place?
- **4.** Do you hold more than 25,000 personal records that relate to people with whom you do Yes No not have a direct relationship (i.e., people who are not your employees or customers)?

Questions 5-7 applicable for \$250,000/\$500,000/\$1,000,000 limits
(Municipalities are not eligible for these limits.)

- **5.** Do you maintain regularly updated computer security measures, e.g. firewall configured to maximum security, secured wireless connectivity, virus protection configured to update automatically?
- **6.** Are your employee, customer, and other physical and electronic records maintained in a secure environment with limited access? In the case of electronic records, this includes using networks that cannot be accessed externally.

🗌 Yes 🗌 No

🗌 Yes 🗌 No

7. Do you use third party vendors to process, maintain, host or store your electronic data?

Vendor Name	Vendor's Website Address				
	www.				

If the answer to **7.** is yes, please list your vendors below:

	Questions 8-14 applicable for S (Educational Institutions and Municipalitie			
	Is access to personal information and/or third party co job position?	onfidential information rest	tricted by	🗌 Yes 🗌 No
9.	Is there a Chief Information and/or Chief Security Office	cer (or equivalent)?		🗌 Yes 🗌 No
10.	Do you have a comprehensive Information Security a items as use of email (including size limitations), etc.?		ing such	🗌 Yes 🗌 No
11.	Do you provide regular security training/information personally identifying information, whether in paper or		iccess to	🗌 Yes 🗌 No
12.	Are all users issued unique IDs and passwords whe internal network and do passwords require periodic ch case, letters, numbers and special characters?			🗌 Yes 🗌 No
13.	Do you backup computer data and store it off site?			🗌 Yes 🗌 No
14.	Do you use encryption techniques for secure commun of confidential information?	nications and the transfer		🗌 Yes 🗌 No
Арг	olicant's Signature	Printed Name	Date	
Age	ent's Signature Ag	gency Name/Code	Date	

Agent's Name and License Number (Florida only)

Refer to the following page for the current version of ACORD 63 FRAUD STATEMENTS.

- □ The Cincinnati Insurance Company
- □ The Cincinnati Casualty Company
- The Cincinnati Indemnity Company

### **APPLICATION FOR**

#### CINCINNATI CYBER DEFENSE™ COVERAGE

(Supplement to ACORD 125)

THIS COVERAGE FORM INCLUDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DURING THE APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE PAYABLE WITHIN, NOT IN ADDITION TO, THE LIMIT OF INSURANCE. IF ISSUED, PLEASE READ YOUR POLICY CAREFULLY. THE WORDS "YOU" OR "YOUR" IN THE APPLICATION REFER TO THE APPLICANT AND ANY ENTITY FOR WHICH THE INSURANCE IS INTENDED.

**Note:** It is recommended that the person completing this Application consult with the person(s) within the organization who is (are) responsible for information technology.

	Coverage Requested								
	Insuring Agreement(s)	Limit of Insurance (check one)							
Α	Response Expenses		\$500,000		\$1,000,000		\$2,000,000	_\$	
D	Identity Recovery		\$25,000		\$25,000		\$25,000		\$25,000
в	Computer Attack		\$500,000		\$1,000,000		\$2,000,000	_\$	
с	Cyber Extortion								
Е	Data Compromise Liability		\$500,000		\$1,000,000		\$2,000,000	\$	
F	Network Security Liability		\$500,000		\$1,000,000		\$2,000,000	_\$	
G	Electronic Media Liability								
Po	licy Period Requested: From:		Te	o:		Retro	pactive Date Re	equested:	

#### **General Information**

1. Name of Applicant and all subsidiaries:

		Prior Year	Current Year	Projected Year	
2.	Gross Revenues	\$	\$	\$	
3.	If the Applicant provides goods or services to customers via the internet, gross revenues from such activities	\$	\$	\$	
4.	Date business established:				
5.	Number of individual devices the Applicant has deployed:				
	Servers: Desktops:	Laptops:	Mobile Phones/Devices	:	
6.	List all website URL's and static IP addresses utilized by the Applicant and its subsidiaries:				

	Data Held by Applicant						
	How many unique records are stored for the Applicant's former, current, and prospective:						
	Employees	Customers	Other People (not employees or customers)	Total			
		Dolotion chine with	Thind Douting				
		Relationships with					
1.	Does the Applicant process information (including, but not <i>lfyes, please attach details.</i>		iable information or other c on) for third parties?	onfidential 🗌 Yes 🗌 No			
2.	Does the Applicant outsource security functions?	any part of the Applicant's n	etwork, computer system or i	nformation			
3.	If applicable, check all service	s which are outsourced and n	ame the organization(s) provid	ling the service(s):			
	<ul> <li>Management of entire IT s</li> <li>Offsite backup and storage</li> <li>Managed security</li> <li>Other functions (specify):</li> </ul>		Other cloud compu	•			
4.	Does the Applicant have a wri	tten contract with each servic	e provider?	🗌 Yes 🗌 No			
5.	Does the Applicant's contract	with each service provider sta	te that the service provider:				
	a. Has primary responsibilit	y for the security of the Applic	ant's information?	🗌 Yes 🗌 No			
	<b>b.</b> Has a contractual response safeguard the Applicant's		xpenses associated with any	failure to			
	Intern	al Policies and Comp	liance with Standard	S			
1.	Does the Applicant have a write	tten corporate-wide privacy p	olicy?	🗌 Yes 🗌 No			
2.	Does the Applicant have a do	cument retention and destruct	ion policy?	🗌 Yes 🗌 No			
3.	Has the Applicant implement business units?	ited a formal information se	curity policy which is applica	able to all 🗌 Yes 🗌 No			
4.	Does the Applicant publish an	d distribute these policies and	procedures to its employees?	? 🗌 Yes 🗌 No			
5.	Are computer use policies dev	veloped through a centralized	department?	🗌 Yes 🗌 No			
6.	Is the Applicant compliant with	• • •	ements?				
	a. Payment Card Industry (	PCI/DSS)		□ Yes □ No			
	b. HIPAA/HITECH			□ Yes □ No			
	c. GLBA			☐ Yes ☐ No			
	<ul><li>d. Red Flags Rule</li><li>e. Sarbanes-Oxley</li></ul>			□ Yes □ No □ Yes □ No			
7.							
8.	Is the Applicant subject to PC	I Compliance?		🗌 Yes 🗌 No			
	If yes, how many credit or deb	it card transactions does the	Applicant process annually?				
		Management of Priv	acy Exposures				
	the Applicant's IT systems con orized requests?	nfigured to ensure that acces	s to sensitive data is limited t	o properly			

		Encrypt	ion		
1.		s the Applicant store sensitive information (whether per s, is it encrypted?	sonal or corporate) on any of t	he following me	dia?
	a. b. c. d. e.	Desktop/Laptop hard drives? PDA's/other mobile devices? Flash drives or other portable storage devices? Back-up tapes? Internet connected web servers?	<ul> <li>Yes □ No</li> </ul>	Encrypted?	] Yes □ No ] Yes □ No ] Yes □ No
2.		data in transit, including, but not limited to, short operly encrypted and authenticated?	r long range wireless comm		Yes 🗌 No
		Computer Syste	ms Controls		
1.	resp	the Applicant designated a Chief Information Secu bects computer systems? b, please attach details of what position is responsible fo			Yes 🗌 No
2.	con	is the Applicant have standards in place to ensure that figured? is, which of the following apply?	all devices on its network are		Yes 🗌 No
	а. b. c.	Change default administrative passwords Implement appropriate security settings and standards Remove unneeded services			Yes 🗌 No Yes 🗌 No Yes 🗌 No
Use	rnan	nes and Passwords			
3.		s the Applicant secure remote access to its IT systems as, complete the following and attach details.	?		Yes 🗌 No
	a. b. c.	ID/password only VPN or equivalent VPN or equivalent with two factor authentication			Yes □ No Yes □ No Yes □ No
4.	Are	all users issued unique passwords?			Yes 🗌 No
5.	Are	all users' passwords encrypted?			Yes 🛛 No
6.	Hov	v often are passwords required to be changed? □ 30 d	lays 🛛 60 days 🗌 90 days [	Greater than	90 days
7.	Doe	s the Applicant have a policy requiring strong password	s?		Yes 🗌 No
Intro		Detection			
8.	soft	s the Applicant employ intrusion detection and protect ware on the Applicant's hosts? s, complete the following:	ion devices on their network c		Yes 🗌 No
	a. b.	How frequently are logs reviewed?		т	
Fire	wall				
9.	Doe	s the Applicant have a firewall configured to prevent sites or networks?	connections to unauthorized t		Yes 🗌 No
10.	Doe	s the Applicant have firewalls that filter both inbound an	d outbound traffic?		Yes 🗌 No

Anti	i-Virus	
11.	Does the Applicant have anti-virus, anti-spyware and anti-malware software installed?	🗌 Yes 🗌 No
12.	Is the Applicant's anti-virus protection managed through a central source?	🗆 Yes 🗆 No
13.	How often are virus files updated and disseminated? $\Box$ Daily $\Box$ Weekly $\Box$ Monthly $\Box$ > Monthly	
	Employees and Physical Security	
1.	Does the Applicant provide awareness training for employees in data privacy and security including legal liability issues and social engineering issues (e.g., phishing)? <i>If yes, please attach details of the medium and frequency of such training.</i>	🗌 Yes 🗌 No
2.	Are criminal history record checks completed for all prospective employees?	🗌 Yes 🔲 No
3.	Are credit checks completed for all prospective employees for positions that handle financial information or non-public personal information?	🗌 Yes 🗌 No
4.	Are contractors, vendors and temporary/part-time employees criminal and credit histories screened?	🗌 Yes 🗌 No
5.	Does the Applicant have a process to delete systems access after employee, temporary employee, contractor or vendor termination?	🗆 Yes 🗆 No
6.	Is access to equipment such as servers, workstations and storage media including paper records containing sensitive information physically protected? If yes, complete the following and attach details of how it is physically controlled.	🗌 Yes 🗌 No
	<ul> <li>a. Areas open to employees only</li> <li>b. Role based access controls</li> </ul>	□ Yes □ No □ Yes □ No
7.	Does the Applicant restrict employee access to personally identifiable information on a business need to know basis?	🗆 Yes 🗌 No
	Security Testing and Auditing	
	Does the Applicant run vulnerability scans or penetration tests against all parts of the Applicant's network?	🗌 Yes 🗌 No
	If yes, how often are the tests run? $\Box$ Daily $\Box$ Weekly $\Box$ Monthly $\Box$ > Monthly	
	Backup and Archiving	
How	$\prime$ often is critical information backed-up? $\Box$ Daily $\Box$ Weekly $\Box$ Monthly $\Box$ > Monthly	
	Business Continuity and Incident Response Planning	
	Does the Applicant have:	
	a. A business continuity plan?	🗌 Yes 🗌 No
	<ul><li>b. An incident response plan for data breaches, network intrusions and virus incidents?</li><li>c. For each of the above:</li></ul>	🗌 Yes 🗌 No
	(1) Is the plan reviewed and updated at least bi-annually?	🗌 Yes 🗌 No
	(2) Is the plan tested at least annually?	□ Yes □ No
	(3) Have any problems been rectified?	🗆 Yes 🗌 No
	Content Controls	
Web	o Content Controls	

1. Please attach a description of Web content produced by the Applicant.

2. Does the Applicant use the name or likeness of any celebrity(ies) or other public figure(s) on their website?
Yes I No

HC 004 01 18

	If yes, is the review performed by a qualified attorney?	∐ Yes ∐ No
	Security Incident and Loss History	
1.	Has the Applicant at any time during the past three years had any incidents, claims or suits involving unauthorized access, intrusion, breach, compromise or misuse of the Applicant's network including embezzlement, fraud, theft of proprietary information, breach of personal information, theft or loss of laptops, denial of service, electronic vandalism or sabotage, computer virus or other incident?	🗌 Yes 🗌 No
2.	Is the Applicant aware of any release, loss or disclosure of personally identifiable information in its care, custody or control, or in the control of anyone holding such information on behalf of the Applicant during the past three years?	🗌 Yes 🗌 No
3.	Has the Applicant ever experienced an extortion attempt or demand with respect to its computer systems? If yes, please attach details.	🗆 Yes 🗌 No
4.	Has the Applicant ever received any claims or complaints with respect to allegations of defamation, invasion of or injury to privacy, interference with right of publicity, identity theft, theft of information, breach of information security (including personal information), transmission of malware, participation in a denial of service attack, copyright or trademark infringement or content infringement or been required to provide notification to individuals due to an actual or suspected disclosure of personal information?	🗌 Yes 🗌 No
5.	Has the Applicant been subject to any government action, investigation or subpoena regarding any alleged violation of any law or regulation?	🗌 Yes 🗌 No

6.	Is the Applicant aware of any actual or alleged fact, circumstance, situation, error or omission, or issue which might give rise to a claim against the Applicant under the insurance being requested?	🗌 Yes 🗌 No
	If yes, please attach details.	

#### **Prior Insurance**

Does the Applicant currently have or has it ever had insurance in place providing the same or 1. similar coverage as the insurance sought?

If yes, please complete the following table:

Carrier	Coverage	Limit of Insurance	Deductible/ Retention	Effective Date	Expiration Date	Retroactive Date
		\$	\$			
		\$	\$			
		\$	\$			
		\$	\$			

2. Has any insurer ever cancelled or nonrenewed a policy that provided the same or similar coverage as the insurance being applied for? (This question is not applicable in Missouri.)

#### 🗌 Yes 🗌 No

#### Notice to Applicant - Please Read Carefully

For the purpose of this Application, the undersigned authorized officer of the organization named in this Application declares that to the best of the organization's knowledge the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application.

The information contained in and submitted with this Application is on file with the insurer. This Application will become a part of such policy if issued. The insurer will have relied upon this Application and its attachments in issuing this policy.

If the information in this Application materially changes prior to the effective date of the policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation.

□ Yes □ No

No

No

3. Does the Applicant have a process to review all content prior to posting on their internet site? 🗌 Yes 🗌 No

The undersigned declares that the individuals and entities proposed for this insurance have been notified that:

- 1. This policy applies only to "claims" first made or deemed made against an "insured" during the "policy period" or during the applicable extended reporting period; and
- 2. The limit of insurance is reduced by amounts incurred as "defense costs" and such expenses will be subject to the deductible amount.

Words within quotation marks are defined in the insurance policy.

Misrepresentation of any material fact in this Application may be grounds for rescission of this Coverage Part.

Signatures This section must be completed.	
<b>Applicant's Signature</b> (Must be signed by an owner, officer, partner or member that can bind all named insureds to a legally binding contract.)	Date
Applicant's Name (typed)	Applicant's Title
Agent's Signature	Date
Agency Name	Agency Code Number
Agent's Name and License Number (Florida only)	

Refer to the following page for the current version of ACORD 63 FRAUD STATEMENTS.

- □ The Cincinnati Insurance Company
- The Cincinnati Casualty Company
- The Cincinnati Indemnity Company

### NON-BINDING INDICATION APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE

(Supplement to ACORD 125)

THIS COVERAGE FORM INCLUDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DURING THE APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE COSTS ARE PAYABLE WITHIN, NOT IN ADDITION TO, THE LIMIT OF INSURANCE. IF ISSUED, PLEASE READ YOUR POLICY CAREFULLY. THE WORDS "YOU" OR "YOUR" IN THE APPLICATION REFER TO THE APPLICANT AND ANY ENTITY FOR WHICH THE INSURANCE IS INTENDED.

**Note:** It is recommended that the person completing this Application consult with the person(s) within the organization who is (are) responsible for information technology.

		Covera	ige l	Requested					
Ī	Insuring Agreement(s)			Limit of Ins	uranc	e (check one)			
Α	Response Expenses	\$500,000		\$1,000,000		\$2,000,000	\$		
D	Identity Recovery	\$25,000		\$25,000		\$25,000			\$25,000
в	Computer Attack	\$500,000		\$1,000,000		\$2,000,000	\$		
с	Cyber Extortion								
Е	Data Compromise Liability	\$500,000		\$1,000,000		\$2,000,000	\$		
F	Network Security Liability	\$500,000		\$1,000,000		\$2,000,000	_\$		
G	Electronic Media Liability								
Po	licy Period Requested: From:	 T	o:		Retro	pactive Date Re	equest	ed:	

#### **General Information**

1. Name of Applicant and all subsidiaries:

		Prior Year	Current Year	Projected Year
2. Gross Re	/enues	\$	\$	\$

**3.** Date business established:

4. List all website URL's and static IP addresses utilized by the Applicant and its subsidiaries:

### Kind and Quality of Data Held by Applicant

How many unique records are stored for the Applicant's former, current, and prospective:

Employees	Customers	Other People (not	Total
		employees or customers)	

	Relationships wi	th Third Parties	
	Does the Applicant process or store personally ider information (including, but not limited to, payment informa- If yes, please attach details.		ential
	Internal Policies and Con	npliance with Standards	
1.	Does the Applicant have a written corporate-wide privacy	v policy?	🗌 Yes 🗌 No
2.	Has the Applicant implemented a formal information business units?	security policy which is applicable t	to all □ Yes □ No
3.	Is the Applicant subject to PCI Compliance?		🗌 Yes 🗌 No
	If yes, how many credit or debit card transactions does the	ne Applicant process annually?	
	Encry	ption	
1.	Does the Applicant store sensitive information (whether p If yes, is it encrypted?	personal or corporate) on any of the fo	ollowing media?
	<ul> <li>a. Desktop/Laptop hard drives?</li> <li>b. PDA's/other mobile devices?</li> <li>c. Flash drives or other portable storage devices?</li> <li>d. Back-up tapes?</li> <li>e. Internet connected web servers?</li> <li>f. Databases, audit logs, files on servers?</li> <li>g. Email?</li> </ul>	☐ Yes       ☐ No       End         ☐ Yes       ☐ No       End	crypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNocrypted?YesNo
2.	Are data in transit, including, but not limited to, short properly encrypted and authenticated?	or long range wireless communica	ations
	Computer Syst	ems Controls	
1.	Has the Applicant implemented a written security patch n If yes, how are security patch notifications from its major		🗌 Yes 🗌 No
	<ul> <li>a. No automatic notices</li> <li>b. Automatic notice (where available) and implemented</li> <li>c. Automatic notice (where available) implemented in 3</li> </ul>	-	□ Yes □ No □ Yes □ No □ Yes □ No
2.	How often are passwords required to be changed? $\Box$ 3	0 days 🗌 60 days 🗌 90 days 🔲 G	reater than 90 days
Intr	usion Detection		
3.	Does the Applicant employ intrusion detection and prote software on the Applicant's hosts? If yes, complete the following:	ection devices on their network or IDS	S/IPS
	a. How frequently are logs reviewed?		
	<b>b.</b> What is the source for IDS updates? Departmen		
<b>-</b> :	Other		
_	wall	and outbound traffic?	🗌 Yes 🗌 No
4. A ni	Does the Applicant have firewalls that filter both inbound i-Virus		
5.	Does the Applicant have anti-virus, anti-spyware and ant	i-malware software installed?	🗆 Yes 🗆 No
5. 6.	How often are virus files updated and disseminated?		

	If yes, how often are the tests run? $\Box$ Daily $\Box$ Weekly $\Box$ Monthly $\Box$ > Monthly	
	Backup and Archiving	
Ho	w often is critical information backed-up? $\Box$ Daily $\Box$ Weekly $\Box$ Monthly $\Box$ > Monthly	
	Business Continuity and Incident Response Planning	
	Does the Applicant have:	
	a. A business continuity plan?	🗌 Yes 🗌 No
	<b>b.</b> An incident response plan for data breaches, network intrusions and virus incidents?	🗆 Yes 🗆 No
	Content Controls	
	Does the Applicant have a process to review all content prior to posting on their internet site?	🗆 Yes 🗌 No
	If yes, is the review performed by a qualified attorney?	🗌 Yes 🗌 No
	Security Incident and Loss History	
1.	Has the Applicant at any time during the past three years had any incidents, claims or suits involving unauthorized access, intrusion, breach, compromise or misuse of the Applicant's network including embezzlement, fraud, theft of proprietary information, breach of personal information, theft or loss of laptops, denial of service, electronic vandalism or sabotage, computer virus or other incident?	🗌 Yes 🗌 No
2.	Has the Applicant ever received any claims or complaints with respect to allegations of defamation, invasion of or injury to privacy, interference with right of publicity, identity theft, theft of information, breach of information security (including personal information), transmission of malware, participation in a denial of service attack, copyright or trademark infringement or content infringement or been required to provide notification to individuals due to an actual or suspected disclosure of personal information?	🗆 Yes 🗆 No
	Prior Insurance	
1.	Does the Applicant currently have or has it ever had insurance in place providing the same or similar coverage as the insurance sought?	🗌 Yes 🗌 No
2.	Has any insurer ever cancelled or nonrenewed a policy that provided the same or similar coverage as the insurance being applied for? (This question is not applicable in Missouri.)	🗌 Yes 🗌 No

# **Employees and Physical Security**

Does the Applicant provide awareness training for employees in data privacy and security including legal liability issues and social engineering issues (e.g., phishing)? 🗌 Yes 🗌 No

#### Security Testing and Auditing

Does the Applicant run vulnerability scans or penetration tests against all parts of the Applicant's network?

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🗌 Yes 🗌 No

Refer to the following page for the current version of ACORD 63 FRAUD STATEMENTS.

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## CINCINNATI DATA DEFENDER™ COVERAGE FORM

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### CINCINNATI DATA DEFENDER™ COVERAGE FORM

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DE-DUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the "named insured" shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - **Definitions**.

#### SECTION I - COVERAGES

#### A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which an Aggregate Limit of Insurance is shown in the Declarations:

- 1. Insuring Agreement A Response Expenses
  - a. Coverage under Insuring Agreement
     A Response Expenses applies only if all of the following conditions are met:
    - (1) There has been a "personal data compromise"; and
    - (2) Such "personal data compromise" is first discovered by you during the "coverage term"; and
    - (3) Such "personal data compromise" took place in the "coverage territory"; and
    - (4) Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.
  - b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from the "personal data compromise" described in a. above and are necessary and reasonable. Coverages (4) and (5) apply only if there has been a notification of the "personal data

compromise" to "affected individuals" as covered under coverage (3).

#### (1) Forensic IT Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with PCI or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (2) Legal Review

Professional legal counsel review of the "personal data compromise" and how you should best respond to it. If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

#### (4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected individuals":

- (a) The following services apply to any "personal data compromise".
  - **1)** Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **(b)1)** and **2)** below.

Note, calls by "affected individuals" or their representatives to the Help Line do not constitute the making of a "claim" under Insuring Agreement **B** - Defense and Liability.

- (b) The following additional services apply to "personal data compromise" events involving "personally identifying information".
  - 1) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

2) Identity Restoration Case Management

> As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

#### (5) PR Services

We will pay the necessary and reasonable fees and expenses you incur, with our prior written consent, for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships. We will only pay for such fees and expenses when such a public relations firm review and response is reasonably necessary to avert or mitigate material damage to your business relationships from the "personal data compromise".

Such fees and expenses include costs to implement public relations recommendations of such public relations firm. However, when such recommendations include advertising and special promotions designed to retain your relationship with "affected individuals", we will not pay for promotions:

- (a) Provided to any of your "executives" or "employees"; or
- (b) Costing more than \$25 per "affected individual".

# 2. Insuring Agreement B - Defense and Liability

- a. Coverage under Insuring Agreement
   B Defense and Liability applies only if all of the following conditions are met:
  - (1) During the "coverage term" or any applicable Extended Reporting Period, you first receive notice of a "claim" or "regulatory proceeding" which arises from a "personal data compromise" that:
    - (a) Took place on or after the Retroactive Date shown in the Declarations and before the end of the "policy period";
    - (b) Took place in the "coverage territory"; and
    - (c) Was submitted to us and covered under Insuring Agreement A - Response Expenses; and
  - (2) Such "claim" or "regulatory proceeding" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
  - b. If the conditions listed in a. above have been met, then we will pay on behalf of the "insured" "defense costs" and "data compromise liability" directly arising from the "claim" or "regulatory proceeding".
- c. All "claims" or "regulatory proceedings" caused by a single "personal data compromise" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

# 3. Insuring Agreement C - Identity Recovery

 Coverage under Insuring Agreement
 C - Identity Recovery applies only if all of the following conditions are met:

- (1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Coverage Part; and
- (2) Such "identity theft" is first discovered by the "identity recovery insured" during the "coverage term"; and
- (3) Such "identity theft" took place in the "coverage territory"; and
- (4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".
- **b.** If the conditions listed in **a**. above have been met, then we will provide the following to the "identity recovery insured":
  - (1) Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and
  - (2) Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

#### B. Exclusions

**1.** Applicable to Insuring Agreements **A** and **B** only:

This insurance does not apply to "loss" or "claims" based upon, attributable to or arising out of:

#### a. Contractual Liability

An "insured's" assumption of liability by contract or agreement, whether oral or written. However, this exclusion shall not apply to:

- (1) Any liability that an "insured" would have incurred in the absence of such contract or agreement; or
- (2) Any PCI fines or penalties explicitly covered under Insuring Agreement B – Defense and Liability.

#### b. Criminal Investigations or Proceedings

Any criminal investigations or proceedings.

#### c. Deficiency Correction

Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a "personal data compromise".

#### d. Extortion

Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.

e. Fraudulent, Dishonest or Criminal Acts

Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by the "insured".

#### f. Non-monetary Relief

That part of any "claim" seeking any non-monetary relief.

#### g. Previously Reported Data Compromises

The same facts alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this Coverage Part is a renewal or replacement.

#### h. Prior Data Compromises

Any "personal data compromise" first occurring before the Retroactive Date shown in the Declarations, or any "claim" arising from a "personal data compromise" that first occurred prior to the Retroactive Date shown in the Declarations.

#### i. Prior or Pending Litigation

Any "claim" or other proceeding against an "insured" which was pending or existed prior to the "coverage term", or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim" or other proceeding.

#### j. Reckless Disregard

Your reckless disregard for the security of "personally identifying information" or "personally sensitive information" in your care, custody or control.

#### k. Uninsurable

Any amount not insurable under applicable law.

#### I. Willful Complicity

The "insured's" intentional or willful complicity in a "personal data compromise".

2. Applicable to Insuring Agreement C only:

This insurance does not apply to:

# a. Fraudulent, Dishonest or Criminal Acts

Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

#### b. Professional or Business Identity

The theft of a professional or business identity.

#### c. Unreported Identity Theft

An "identity theft" that is not reported in writing to the police.

3. Applicable to Insuring Agreements A, B and C:

This insurance does not apply to "loss" or "claims" based upon, attributable to or arising out of:

a. Nuclear

Nuclear reaction or radiation or radioactive contamination, however caused.

- b. War
  - (1) War, including undeclared or civil war or civil unrest;
  - (2) Warlike action by military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

#### SECTION II - LIMITS OF INSURANCE AND DE-DUCTIBLE

- **A.** Insuring Agreement **A** Response Expenses:
  - 1. The most we will pay under Insuring Agreement A Response Expenses is the Response Expenses Limit of Insurance stated in the Declarations.
  - 2. The Response Expenses Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all "loss" covered under Insuring Agreement A Response Expenses arising out of all "personal data compromise" events which are first discovered by you during the "coverage term". This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.
  - 3. A "personal data compromise" may be first discovered by you in one "coverage term" but cause covered "loss" in one or more subsequent "coverage terms". If so, all covered "loss" arising from such "personal data compromise" will be subject to the Response Expenses Limit of Insurance applicable to the "coverage term" when the "personal data compromise" was first discovered by you.
  - The most we will pay under Insuring Agreement A - Response Expenses for Forensic IT Review, Legal Review and PR Services coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages stated in the Declarations. These sublimits are part of, and not in addition to, the Aggregate Limit of Insurance referenced in Paragraph 2. PR Services coverage is also subject to a limit per "affected individual" as described in Section I., A.1.b.(5) PR Services.
  - 5. Coverage for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals" or the period required by law, whichever is longer. Notwithstanding the foregoing, coverage for Identity Restoration Case Management services initiated within such period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.
  - 6. Response Expenses coverage is subject to the Response Expenses Deductible stated in the Declarations. You shall be responsible for such deductible amount as respects each "personal data compromise" covered under this Coverage

Part. We may, at our option, pay any part or all of the deductible amount in order to respond effectively to a "personal data compromise" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- B. Insuring Agreement B Defense and Liability:
  - The most we will pay under Insuring Agreement B - Defense and Liability (other than post-judgment interest) is the Limit of Insurance stated in the Declarations.
  - The Insuring Agreement B Defense and Liability Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for all "loss" covered under Insuring Agreement B - Defense and Liability (other than post-judgment interest) arising out of all "claims".
  - 3. The most we will pay under Insuring Agreement B Defense and Liability for "data compromise liability" and "defense costs" related to Regulatory Fines and Penalties and PCI Fines and Penalties coverages arising from any one "claim" or "regulatory proceeding" is the applicable sublimit for each of those coverages stated in the Declarations. These sublimits are part of, and not in addition to, the Aggregate Limit of Insurance referenced in Paragraph 2.
  - 4. The Defense and Liability Limit of Insurance for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Defense and Liability Limit for the immediately preceding "coverage term".
  - 5. The Insuring Agreement B Defense and Liability coverage is subject to the Deductible stated in the Declarations. You shall be responsible for such deductible amount as respects each "claim" or "regulatory proceeding" covered under this Coverage Part. We may, at our option, pay any part or all of the deductible amount to defend or effect settlement of any "claim", "loss" or "regulatory proceeding" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- **C.** Insuring Agreement **C** Identity Recovery:
  - Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the Limit of Insurance available for "identity recovery expenses".

- Coverage under Insuring Agreement C -2. Identity Recovery is subject to the Annual Aggregate Limit of Insurance stated in the Declarations per "identity recovery insured". Regardless of the number of "identity theft" incidents, this limit is the most we will pay for the total of all "loss" arising out of all "identity thefts" suffered by one "identity recovery insured" which are first discovered by the "identity recovery insured" during the "coverage term". If an "identity theft" is first discovered in one "coverage term" and continues into other "coverage terms", all "loss" arising from such "identity theft" will be subject to the aggregate Limit of Insurance applicable to the "coverage term" when the "identity theft" was first discovered.
- **3.** Legal costs as provided under Item **d.** of the definition of "identity recovery expenses" are part of, and not in addition to, the aggregate limit described in Paragraph **2**.
- 4. Item e. (Lost Wages) and Item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate Limit of Insurance described in Paragraph 2. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate limit described in Paragraph 2. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the aggregate Limit of Insurance described in Paragraph 2. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- Coverage under Insuring Agreement C -Identity Recovery is subject to the Identity Recovery Deductible stated in the Declarations. Each "identity recovery insured" shall be responsible for such deductible amount only once during each "coverage term". This deductible applies only to "identity recovery expenses".

The Limits of Insurance apply separately to each "coverage term".

#### SECTION III - DEFENSE AND SETTLEMENT

The provisions contained within this Section apply only to Insuring Agreement  ${\bf B}$  - Defense and Liability.

- We will have the right and duty to select counsel and defend the "insured" against any "claim" or "regulatory proceeding" covered by Insuring Agreement B Defense and Liability, regardless of whether the allegations of such "claim" or "regulatory proceeding" are groundless, false or fraudulent. However, we shall have no duty to defend the "insured" against any "claim" or "regulatory proceeding" seeking damages or other relief not insured by Insuring Agreement B Defense and Liability.
- 2. We may, with your written consent, make any settlement of a "claim" or "regulatory proceeding" which we deem reasonable. If you withhold consent to such settlement, our liability for all "loss" resulting from such "claim" will not exceed the amount for which we could have settled such "claim" or "regulatory proceeding" plus "defense costs" incurred as of the date we proposed such settlement in writing to you.
- We shall not be obligated to pay any "loss", or to defend or continue to defend any "claim" or "regulatory proceeding", after the Insuring Agreement B - Defense and Liability Limit of Insurance has been exhausted.
- We shall pay all interest on that amount of any judgment within the Insuring Agreement B -Defense and Liability Limit of Insurance which accrues:
  - **a.** After entry of judgment; and
  - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Insuring Agreement B Defense and Liability Limit of Insurance or, in any case, before we pay or offer to pay the entire Insuring Agreement B Defense and Liability Limit of Insurance.

These interest payments shall be in addition to and not part of the Defense and Liability Limit.

#### SECTION IV - CONDITIONS

#### 1. Bankruptcy

Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Part.

#### 2. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" covered under this Coverage Part. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industryaccepted protocols for:

- **a.** Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
- **b.** Providing and maintaining appropriate computer and Internet security;
- **c.** Maintaining and updating at appropriate intervals backups of computer data;
- **d.** Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information" or "personally sensitive information", including shredding hard copy files and destroying physical media used to store electronic data.

#### 3. Duties in the Event of a Claim, Regulatory Proceeding or Loss

- a. If, during the "coverage term", the "insured" first becomes aware of any circumstance that could reasonably be expected to give rise to a "claim" or "regulatory proceeding", the "insured" may give written notice to us. The notice must be made as soon as practicable, but in no event more than 60 days after the date the circumstance is first discovered by the "insured", must be made during the "coverage term" and must include:
  - (1) The specific details, including the date, of the circumstance;
  - (2) The alleged injuries or damage sustained or which may be sustained;
  - (3) The names of potential claimants; and
  - (4) The manner in which the "insured" first became aware of the circumstance.

Any subsequent "claim" or "regulatory proceeding" arising out of any circumstance which is the subject of such a written notice will be deemed to have been made at the time written notice in compliance with these requirements was first received by us.

- **b.** If a "claim" or "regulatory proceeding" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received; and
  - (2) Provide us with written notice, as soon as practicable, but in no event

more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you.

- (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
- (4) Authorize us to obtain records and other information;
- (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
- (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise" covered under Insuring Agreement
   A Response Expenses, you must see that the following are done:
  - (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise". Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the "personal data compromise" occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the "personal data compromise";
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of loss containing the information we request

to investigate the "personal data compromise". You must do this within 60 days after our request. We will supply you with the necessary forms.

- (6) Cooperate with us in the investigation of the "personal data compromise" or settlement of the "loss".
- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any loss for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "personal data compromise" or "loss".
- d. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the "claim" or "loss", including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.
- e. No "insured" may, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

#### 4. Help Line

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-866-219-9831**. The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- **a.** Information and advice for how to respond to a possible "identity theft"; and
- **b.** Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses".

#### 5. Legal Action Against Us

- **a.** No person or organization has a right:
  - (1) To join us as a party or otherwise bring us into a suit asking for damages from an "insured"; or
  - (2) To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under this Coverage Part, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first "named insured" and the claimant or the claimant's legal representative.

- **b.** You may not bring any legal action against us involving "loss":
  - (1) Unless you have complied with all the terms of this insurance;
  - (2) Until 90 days after you have filed proof of "loss" with us; and
  - (3) Unless brought within 2 years from the date you reported the "claim" or "loss" to us.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### 6. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Coverage Part does not represent advice or counsel from us about what you should or should not do.

#### 7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the "policy period", we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- **a**. The date we implemented the change in your state; or
- **b**. The date this Coverage Part became effective; and

will be considered as included until the end of the current "policy period". We will make no additional premium charge for this additional coverage during the interim.

#### 8. Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

#### 9. Other Insurance

- a. If any covered "loss" is covered by any other valid policy, then this Coverage Part shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this Coverage Part by reference in such other policy to this policy's policy number.
- b. When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against that "claim". But we will have the right to associate in the defense and control of any "claim" that we reasonably believe is likely to involve the insurance provided under this Coverage Part. If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

#### 10. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under this Coverage Part for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Condition **12**. Service Providers. You must provide the following at our pre-notification consultation with you:

- **a.** The exact list of "affected individuals" to be notified, including contact information.
- **b.** Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected indi-

viduals" without exceeding the available Response Expenses Limit.

#### 11. Representations

You represent that all information and statements contained in any application or questionnaire submitted in connection with this Coverage Part are true, accurate and complete. All such information and statements are the basis for our issuing this Coverage Part and shall be considered as incorporated into and shall constitute a part of this Coverage Part. Misrepresentation or omission of any material fact may be grounds for the rescission of this Coverage Part.

#### 12. Separation of Insureds

Except with respect to the applicable Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part or the policy to which it is attached, to the first "named insured", this insurance applies separately to each "insured" against whom a "claim" is made.

#### 13. Service Providers

- a. We will only pay under this Coverage Part for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Part. We will not unreasonably withhold such approval.
- **b.** Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us;
  - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

#### 14. Services

The following conditions apply as respects any services provided to you or any "affected indi-

vidual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Coverage Part:

- a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- **c.** We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an "identity recovery case manager" under Insuring Agreement C - Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Part. Those firms work for you.

#### 15. Subrogation

With respect to any payment under this Coverage Part on behalf of any "insured", we shall be subrogated to the "insured's" rights of recovery to the extent of such payment. The "insured" shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the "insured's" name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- **a.** To you, until you are reimbursed for any "loss" you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;
- **b.** Then to us, until we are reimbursed for the payment under this Coverage Part;
- **c.** Then to you, until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

#### 16. Valuation - Settlement

All premiums, Limits of Insurance, Deductible Amounts, "loss" and any other monetary amounts under this Coverage Part are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of "loss" under this Coverage Part is expressed in any currency other than United States of America dollars, payment under this Coverage Part shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon, or the other component of "loss" is due, respectively.

#### 17. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V - EXTENDED REPORTING PERIODS

The provisions contained within this Section apply only to Insuring Agreement  ${\bf B}$  - Defense and Liability.

- 1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
  - a. You or we cancel this Coverage Part;
  - **b.** You or we refuse to renew this Coverage Part; or
  - **c.** We renew this Coverage Part on other than a claims-made basis or with a retroactive date later than the Retroactive Date shown in the Declarations.
- 2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:
  - a. An Automatic Extended Reporting Period of 90 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of a "claim" or "regulatory proceeding" of which you first receive notice during said Automatic Extended Reporting Period for any "personal data compromise" occurring on or after the Retroactive Date shown on the Declarations and before the end of the "policy period" and which is otherwise covered by this Coverage Part; and
  - b. Upon payment of the additional premium stated in the Declarations, a Supplemental Extended Reporting Period for the term stated in the Supplemental Extended Reporting Period Endorsement will be provided immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a "claim" or "regulatory proceeding" of which you first receive notice during said Supplemental Extended Reporting Period

for any "personal data compromise" occurring on or after the Retroactive Date shown in the Declarations and before the end of the "policy period" and which is otherwise covered by this Coverage Part.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

**c.** The Defense and Liability Limit of Insurance for the Extended Reporting Periods shall be part of, and not in addition to, the Defense and Liability Limit of Insurance for the immediately preceding "coverage term".

#### **SECTION VI - DEFINITIONS**

- "Affected individual" means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Coverage Part. This definition is subject to the following provisions:
  - **a.** "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
  - **b.** An "affected individual" may reside anywhere in the world.
- 2. "Authorized representative" means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
- 3. "Claim":
  - a. Means:
    - (1) A civil proceeding in which it is alleged that the claimant suffered damages arising from:
      - (a) A "personal data compromise" that was covered under Insuring Agreement A - Response Expenses section of this Coverage Part and in connection with which you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Insuring Agreement A - Response Expenses; or

- (b) The violation of a governmental statute or regulation arising from a "personal data compromise" that was covered under Insuring Agreement A - Response Expenses and in connection with which you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Insuring Agreement A - Response Expenses.
- (2) "Claim" includes:
  - (a) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent;
  - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
  - (c) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
- **b.** Does not include any demand or action brought by or on behalf of someone who is:
  - (1) Your "executive";
  - (2) Your owner or part-owner; or
  - (3) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".

- **4.** "Coverage term" means the following individual increment, or if a multi-year "policy period", increments, of time, which comprise the "policy period" of this Coverage Part:
  - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multiyear "policy period", each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing

address shown in the Declarations on the earlier of:

- (1) The day the "policy period" shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
- 5. "Coverage territory" means:
  - a. With respect to Insuring Agreement A -Response Expenses, anywhere in the world.
  - b. With respect to Insuring Agreement B -Defense and Liability, anywhere in the world, however, "claims" must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.
  - **c.** With respect to Insuring Agreement **C** Identity Recovery, anywhere in the world
- 6. "Data compromise liability":
  - **a.** Means the following, when they arise from a "claim" or "regulatory proceeding":
    - (1) Damages (including punitive and exemplary damages and the multiple portion of any multiplied damage award), judgments or settlements;
    - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
    - (3) Pre-judgment interest on that part of any judgment paid by us.
  - Also includes any Payment Card Industry (PCI) fine or penalty imposed under a contract to which you are a party when such fine or penalty arises from a "claim".
     PCI Fines and Penalties do not include any increased transaction costs.
  - c. Also includes any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction when such fine or penalty arises from a "regulatory proceeding".
  - d. Does not include:

- (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under paragraphs **b.** and **c.** above;
- (2) Taxes; or
- (3) Matters which may be deemed uninsurable under the applicable law.
- e. With respect to fines and penalties and punitive, exemplary and multiplied damages, the law of the jurisdiction most favorable to the insurability of those fines, penalties or damages shall control for the purpose of resolving any dispute between us and any "insured" regarding whether the fines, penalties or damages specified in this definition above are insurable under this Coverage Part, provided that such jurisdiction:
  - (1) Is where those fines, penalties or damages were awarded or imposed;
  - (2) Is where any "personal data compromise" took place for which such fines, penalties or damages were awarded or imposed;
  - (3) Is where you are incorporated or you have your principal place of business; or
  - (4) Is where we are incorporated or have our principal place of business.
- 7. "Defense costs":
  - a. Means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against an "insured". Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - **b.** Does not include the salaries or wages of your "employees" or "executives", or your loss of earnings.
- **8.** "Employee" means any natural person, other than an "executive", who was, now is or will be:
  - **a.** Employed on a full- or part-time basis by you;
  - **b**. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
  - **c**. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties relat-

ed to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **8.b.**; or

- **d.** Your volunteer worker, which includes unpaid interns.
- **9.** "Executive" means any natural person who was, now is or will be:
  - **a.** The owner of a sole proprietorship that is a "named insured"; or
  - **b.** A duly elected or appointed:
    - (1) Director;
    - (2) Officer;
    - (3) Managing Partner;
    - (4) General Partner;
    - (5) Member (if a limited liability company);
    - (6) Manager (if a limited liability company); or
    - (7) Trustee,
    - of a "named insured".
- **10.** "Identity recovery case manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- **11.** "Identity recovery expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured":
  - **a.** Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".
  - **b.** Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft".
  - **c.** Costs for credit reports from established credit bureaus.
  - **d.** Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an "identity recovery insured".
- (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured".
- (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
- (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
- (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured".
- e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
- f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".
- **g.** Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".
- **h.** Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".
  - (1) Such costs include:
    - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
    - (b) Deductibles or service fees from financial institutions.
  - (2) Such costs do not include:
    - (a) Costs to avoid, prevent or detect "identity theft" or other loss.

- (b) Money lost or stolen.
- (c) Costs that are restricted or excluded elsewhere in this Coverage Part or policy.
- **12.** "Identity recovery insured" means the following:
  - **a.** When the entity insured under this Coverage Part is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the "named insured".
  - **b.** When the "named insured" under this Coverage Part is a partnership, the "identity recovery insureds" are the current partners.
  - c. When the "named insured" under this Coverage Part is a corporation or other form of organization, other than those described in **a**. or **b**. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" shall be:
    - (1) The chief executive of the insured entity; or
    - (2) As respects a religious institution, the senior ministerial employee.
  - **d.** The legally recognized spouse of any individual described in **a**., **b**. or **c**. above.

An "identity recovery insured" must always be an individual person. The "named insured" under this Coverage Part is not an "identity recovery insured".

**13.** "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

- 14. "Insured" means:
  - With respect to Insuring Agreement A -Response Expenses any "named insured".
  - **b.** With respect to Insuring Agreement **B** Defense and Liability:
    - (1) Any "named insured"; and
    - (2) Any "employee" or "executive" of a "named insured", but:

- (a) Only for the conduct of the "named insured's" business within the scope of his or her employment or duties as an "executive"; and
- (b) Such "employee" or "executive" shall not be an "insured" to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.
- **c.** With respect to Insuring Agreement **C** Identity Recovery any "named insured".
- 15. "Loss" means:
  - **a.** With respect to Insuring Agreement **A** Response Expenses:

Those expenses enumerated in Section I, A., Paragraph **1.b.** 

- **b.** With respect to Insuring Agreement **B** Defense and Liability:
  - (1) "Defense costs"; and

(2) "Data compromise liability".

- **c.** With respect to Insuring Agreement **C** Identity Recovery, "identity recovery expenses".
- **16.** "Named insured" means the entity or entities shown in the Declarations as a Named Insured.
- **17.** "Personal data compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
  - a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
    - (1) You; or
    - (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, pro-

cessing, transmission or transportation of such information.

- **b.** "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
  - (1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
  - (2) Such disposal or abandonment must take place during the time period for which this Coverage Part is effective.
- c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
- **d.** All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
- **18.** "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health

care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

**19.** "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

- **20.** "Policy period" means the cumulative total of each individual "coverage term" comprising the period of time from the inception date of this Coverage Part shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.
- **21.** "Regulatory proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

### CINCINNATI NETWORK DEFENDER™ COVERAGE FORM

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## CINCINNATI NETWORK DEFENDER™ COVERAGE FORM

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DE-DUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the "named insured" shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VI** - **Definitions**.

## SECTION I - COVERAGES

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which an Aggregate Limit of Insurance is shown in the Declarations:

- 1. Insuring Agreement A Computer Attack
  - a. Coverage under Insuring Agreement
     A Computer Attack applies only if all of the following conditions are met:
    - (1) There has been a "computer attack"; and
    - (2) Such "computer attack" is first discovered by you during the "policy period"; and
    - (3) Such "computer attack" occurred in the "coverage territory"; and
    - (4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
  - **b.** If all of the conditions in **a.** above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

## (1) Cyber Extortion

We will pay your necessary and reasonable "cyber extortion expenses".

## (2) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

#### (3) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

## (4) System Restoration

We will pay your necessary and reasonable "system restoration costs".

## (5) Loss of Business

We will pay your actual "business income loss" and your necessary and reasonable "extra expenses".

## (6) Public Relations

If you suffer covered "business income loss", we will pay the necessary and reasonable fees and expenses you incur, with our prior written consent, for a professional public relations firm review of and response to the potential impact of the "computer attack" on your business relationships. We will only pay for such fees and expenses when such a public relations firm review and response is reasonably necessary to avert or mitigate material damage to your business relationships from the "computer attack".

# 2. Insuring Agreement B - Network Security and Electronic Media Liability

- a. Coverage under Insuring Agreement
   B Network Security and Electronic
   Media Liability applies only if all of the following conditions are met:
  - (1) During the "coverage term" or any applicable Extended Reporting Period, you first receive no-

tice of a "claim" which arises from a "wrongful act" that:

- (a) Took place on or after the Retroactive Date shown in the Declarations and before the end of the "policy period"; and
- (b) Took place in the "coverage territory"; and
- (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on behalf of the "insured" the "insured's" necessary and reasonable "defense costs" and "settlement costs" directly arising from the "claim".
- c. All "claims" caused by a single "wrongful act" or series of "interrelated" "wrongful acts" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

#### B. Exclusions

This insurance does not apply to "loss" or "claims" based upon, attributable to or arising out of:

#### 1. Contractual Liability

An "insured's" assumption of liability by contract or agreement, whether oral or written. However, this exclusion shall not apply to any liability that an "insured" would have incurred in the absence of such contract or agreement.

#### 2. Criminal Investigations or Proceedings

Any criminal investigations or proceedings.

## 3. Deficiency Correction

Costs to research or correct any deficiency.

## 4. Extortion

Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.

This exclusion does not apply to the extent that insurance coverage is provided under **SECTION I - COVERAGES**, Paragraph **A.1.b.(1) Cyber Extortion**.

#### 5. Fines or Penalties

Any fines or penalties.

## 6. Fraudulent, Dishonest or Criminal Acts

Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by the "insured".

## 7. Information Technology Products

The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.

## 8. Infrastructure Failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by the "insured" including, but not limited to, the internet, internet service providers, DNS service providers, cable and wireless providers, internet exchange providers, search engine providers, tier 1 internet protocol networks and other providers of telecommunications or internet infrastructure.

## 9. Knowledge of Falsity

Any oral or written publication of material, if done by the "insured" or at the "insured's" direction with knowledge of its falsity.

#### 10. Non-monetary Relief

That part of any "claim" seeking any nonmonetary relief.

#### 11. Nuclear

Nuclear reaction or radiation or radioactive contamination, however caused.

#### 12. Patent or Trade Secret Infringement

Any actual or alleged patent or trade secret violation including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996, or the Uniform Trade Secrets Act and their amendments.

### 13. Previously Reported Claims

The same facts alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this Coverage Part is a renewal or replacement.

## 14. Prior Wrongful Acts

Any "wrongful act" first occurring before the Retroactive Date shown in the Declarations or any "claim" arising from a "wrongful act" that first occurred prior to the Retroactive Date shown in the Declarations.

## 15. Prior or Pending Litigation

Any "claim" or other proceeding against an "insured" which was pending or existed prior to the "coverage term", or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim" or other proceeding.

## 16. Property Damage or Bodily Injury

"Property damage" or "bodily injury" other than "bodily injury" arising from an "electronic media incident".

## 17. War

- **a.** War, including undeclared or civil war or civil unrest;
- **b.** Warlike action by military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

## 18. Willful Complicity

The "insured's" intentional or willful complicity in a covered "loss" event or your reckless disregard for the security of your "computer system" or data.

#### SECTION II - LIMITS OF INSURANCE AND DE-DUCTIBLE

#### A. Insuring Agreement A - Computer Attack

- The most we will pay under Insuring Agreement A - Computer Attack for Cyber Extortion coverage for "loss" arising from any one "computer attack" is the Cyber Extortion Sublimit stated in the Declarations. This Limit of Insurance is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph 4. below.
- The most we will pay under Insuring Agreement A - Computer Attack for Loss of Business coverage for "loss" arising from any one "computer attack" is the Loss of Business Sublimit stated in the

Declarations. This sublimit is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph **4.** below.

- The most we will pay under Insuring Agreement A - Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the Public Relations Sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Computer Attack Aggregate Limit of Insurance stated in Paragraph 4. below.
- 4. The Computer Attack Aggregate Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all "loss" covered under Insuring Agreement A - Computer Attack arising out of all "computer attack" events which are first discovered by you during the "coverage term". This limit applies regardless of the number of "computer attack" events first discovered during the "coverage term".
- 5. A "computer attack" may be first discovered by you in one "coverage term" but it may cause covered "loss" in one or more subsequent "coverage terms". If so, all covered "loss" arising from such "computer attack" will be subject to the Computer Attack Aggregate Limit of Insurance applicable to the "coverage term" when the "computer attack" was first discovered by you.
- **6.** The Computer Attack coverage is subject to the:
  - **a.** Computer Attack other than Cyber Extortion; and
  - **b.** Cyber Extortion;

deductibles stated in the Declarations. In the event that elements of "loss" from the same "computer attack" include "cyber extortion expenses" as well as other insured expenses or costs, then only the single highest deductible will apply. You shall be responsible for the applicable deductible amount as respects "loss" arising from each "computer attack" covered under this Coverage Part.

#### B. Insuring Agreement B - Network Security and Electronic Media Liability

 Except for post-judgment interest, the most we will pay under Insuring Agreement B - Network Security and Electronic Media Liability is the Network Security and Electronic Media Liability Aggregate Limit of Insurance stated in the Declarations.

- The Network Security and Electronic Media Liability Aggregate Limit of Insurance is an annual aggregate limit. This amount is the most we will pay for the total of all "loss" covered under Insuring Agreement B - Network Security and Electronic Media Liability (other than post-judgment interest) arising out of all "claims".
- 3. The Network Security and Electronic Media Liability Aggregate Limit of Insurance for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Network Security and Electronic Media Liability Aggregate Limit of Insurance for the immediately preceding "coverage term".
- The Insuring Agreement B Network Se-4. curity and Electronic Media Liability coverage is subject to the Network Security and Electronic Media Liability Deductible stated in the Declarations. You shall be responsible for the applicable deductible amount as respects "loss" arising from each "claim" covered under this Coverage Part. We may, at our option, pay any part or all of the deductible amount to defend or effect settlement of any "claim" or "loss" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The Limits of Insurance apply separately to each "coverage term".

#### SECTION III - DEFENSE AND SETTLEMENT

The provisions contained within this Section apply only to Insuring Agreement  ${\bf B}$  - Network Security and Electronic Media Liability.

- We will have the right and duty to select counsel and defend the "insured" against any "claim" covered by Insuring Agreement B Network Security and Electronic Media Liability, regardless of whether the allegations of such "claim" are groundless, false or fraudulent. However, we shall have no duty to defend the "insured" against any "claim" seeking damages or other relief not insured by Insuring Agreement B Network Security and Electronic definition.
- 2. We may, with your written consent, make any settlement of a "claim" which we deem reasonable. If you withhold consent to such settlement, our liability for all "loss" resulting from such "claim" will not exceed the amount for which we could have settled such "claim" plus "defense costs" incurred as of the date we proposed such settlement in writing to you.
- We shall not be obligated to pay any "loss", or to defend or continue to defend any "claim", after the Insuring Agreement B - Network Secu-

rity and Electronic Media Liability Limit of Insurance has been exhausted.

- We shall pay all interest on that amount of any judgment within the Insuring Agreement B -Network Security and Electronic Media Liability Limit of Insurance which accrues:
  - **a.** After entry of judgment; and
  - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Insuring Agreement B Network Security and Electronic Media Liability Limit of Insurance or, in any case, before we pay or offer to pay the entire Insuring Agreement B Network Security and Electronic Media Liability Limit of Insurance.

These interest payments shall be in addition to and not part of the Network Security and Electronic Media Liability Limit of Insurance.

#### **SECTION IV - CONDITIONS**

#### 1. Bankruptcy

Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Part.

#### 2. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" covered under this Coverage Part. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industryaccepted protocols for:

- **a.** Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- **b.** Providing and maintaining appropriate computer and Internet security; and
- **c.** Maintaining and updating at appropriate intervals backups of computer data.

#### 3. Duties in the Event of a Claim or Loss

- **a.** If, during the "coverage term", the "insured" first becomes aware of any circumstance that could reasonably be expected to give rise to a "claim", the "insured" may give written notice to us. The notice must be made as soon as practicable, but in no event more than 60 days after the date the circumstance is first discovered by the "insured", must be made during the "coverage term" and must include:
  - (1) The specific details, including the date, of the circumstance;
  - (2) The alleged injuries or damage sustained or which may be sustained;

- (3) The names of potential claimants; and
- (4) The manner in which the "insured" first became aware of the circumstance.

Any subsequent "claim" arising out of any circumstance which is the subject of such a written notice will be deemed to have been made at the time written notice in compliance with these requirements was first received by us.

- **b.** If a "claim" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the "claim" and the date received; and
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" is first received by you.
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the "claim";
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim".
- **c.** In the event of a "computer attack" covered under Insuring Agreement **A** Computer Attack, you must see that the following are done:
  - (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the "computer attack". Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the "computer attack" occurred.
  - (4) As often as may be reasonably required, permit us to:

- (a) Inspect the property proving the "computer attack";
- (b) Examine your books, records, electronic media and records and hardware;
- (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
- (d) Make copies from your books, records, electronic media and records and hardware.
- (5) Send us signed, sworn proof of loss containing the information we request to investigate the "computer attack". You must do this within 60 days after our request. We will supply you with the necessary forms.
- (6) Cooperate with us in the investigation or settlement of the "computer at-tack".
- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "computer attack" or "loss".
- d. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the "claim" or "loss", including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.
- e. No "insured" may, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

#### 4. Legal Action Against Us

- **a.** No person or organization has a right:
  - (1) To join us as a party or otherwise bring us into a suit asking for damages from an "insured"; or
  - (2) To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a

final judgment against an "insured"; but we will not be liable for damages that are not payable under this Coverage Part, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first "named insured" and the claimant or the claimant's legal representative.

- **b.** You may not bring any legal action against us involving "loss":
  - (1) Unless you have complied with all the terms of this insurance;
  - (2) Until 90 days after you have filed proof of "loss" with us; and
  - (3) Unless brought within 2 years from the date you reported the "claim" or "loss" to us.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

## 5. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the "policy period", we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- **a.** The date we implemented the change in your state; or
- **b**. The date this Coverage Part became effective; and

will be considered as included until the end of the current "policy period". We will make no additional premium charge for this additional coverage during the interim.

#### 6. Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

#### 7. Other Insurance

a. If any covered "loss" is covered by any other valid policy, then this Coverage Part shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this Coverage Part by reference in such other policy to this policy's policy number.

b. When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against that "claim". But we will have the right to associate in the defense and control of any "claim" that we reasonably believe is likely to involve the insurance provided under this Coverage Part. If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

#### 8. Representations

You represent that all information and statements contained in any application or questionnaire submitted in connection with this Coverage Part are true, accurate and complete. All such information and statements are the basis for our issuing this Coverage Part and shall be considered as incorporated into and shall constitute a part of this Coverage Part. Misrepresentation or omission of any material fact may be grounds for the rescission of this Coverage Part.

#### 9. Separation of Insureds

Except with respect to the applicable Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part or the policy to which it is attached, to the first "named insured", this insurance applies separately to each "insured" against whom "claim" is made.

#### 10. Services

The following conditions apply as respects any services provided to you by any service firm provided or paid for in whole or in part under this Coverage Part:

- **a.** The effectiveness of such services depends on your cooperation and assistance.
- **b.** We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

#### 11. Subrogation

With respect to any payment under this Coverage Part on behalf of any "insured", we shall be subrogated to the "insured's" rights of recovery to the extent of such payment. The "insured" shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the "insured's" name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- To you, until you are reimbursed for any "loss" you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;
- **b.** Then to us, until we are reimbursed for the payment under this Coverage Part;
- **c.** Then to you, until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

## 12. Valuation - Settlement

All premiums, Limits of Insurance, Deductible Amounts, "loss" and any other monetary amounts under this Coverage Part are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of "loss" under this Coverage Part is expressed in any currency other than United States of America dollars, payment under this Coverage Part shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon, or the other component of "loss" is due, respectively.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - EXTENDED REPORTING PERIODS

The provisions contained within this Section apply only to Insuring Agreement  ${\bf B}$  - Network Security and Electronic Media Liability.

- 1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
  - **a.** You or we cancel this Coverage Part;
  - **b.** You or we refuse to renew this Coverage Part; or
  - **c.** We renew this Coverage Part on other than a claims-made basis or with a retroactive date later than the Retroactive Date shown in the Declarations.
- 2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:
  - a. An Automatic Extended Reporting Period of 90 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written no-

tice of a "claim" of which you first receive notice during said Automatic Extended Reporting Period for any "wrongful act" occurring on or after the Retroactive Date shown in the Declarations and before the end of the "policy period" and which is otherwise covered by this Coverage Part; and

Upon payment of the additional premium b. stated in the Declarations, a Supplemental Extended Reporting Period for the term stated in the Supplemental Extended Reporting Period Endorsement will be provided immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a "claim" of which you first receive notice during said Supplemental Extended Reporting Period for any "wrongful act" occurring on or after the Retroactive Date shown in the Declarations and before the end of the "policy period" and which is otherwise covered by this Coverage Part.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

c. The Network Security and Electronic Media Liability Limit for the Extended Reporting Periods shall be part of, and not in addition to, the Network Security and Electronic Media Liability Limit for the immediately preceding "coverage term".

## **SECTION VI - DEFINITIONS**

- **1.** "Actual cash value" means replacement cost less a deduction that reflects depreciation, age, condition and obsolescence.
- 2. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
- **3**. "Business income loss" means the sum of the:
  - **a.** Net income (net profit or loss before income taxes) that would have been earned or incurred; and
  - **b.** Continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll,

actually lost by you during the "period of restoration".

- 4. "Claim":
  - **a.** Means a civil proceeding against an "insured" in which damages are alleged arising from a "wrongful act" or a series of "interrelated" "wrongful acts" allegedly committed by an "insured", including any appeal therefrom.
  - **b.** "Claim" includes:
    - (1) An arbitration or alternative dispute resolution proceeding that the "insured" is required to submit to or does submit to with our consent; or
    - (2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - **c.** Does not include any demand or action brought by or on behalf of someone who is:
    - (1) Your "executive";
    - (2) Your owner or part-owner; or
    - (3) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action.

- 5. "Computer attack" means one of the following involving the "computer system":
  - a. An "unauthorized access incident";
  - **b.** A "malware attack";
  - **c.** A "denial of service attack" against a "computer system"; or
  - **d.** A "cyber extortion threat".
- **6.** "Computer system" means a computer or other electronic hardware that:
  - **a.** Is owned or leased by you and operated under your control; or
  - b. Is operated by a third party service provider and used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services, but such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect to the specific services provided by such third party to you under such contract.
- 7. "Coverage term" means the following individual increment, or if a multi-year "policy period",

increments, of time, which comprise the "policy period" of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multiyear "policy period", each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
  - (1) The day the "policy period" shown in the Declarations ends; or
  - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- **b.** However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
- 8. "Coverage territory" means:
  - **a.** With respect to Insuring Agreement **A** Computer Attack:

Anywhere in the world, but "loss" must involve a "computer system" within the United States (including its territories and possessions), Puerto Rico or Canada.

**b.** With respect to Insuring Agreement **B** - Network Security and Electronic Media Liability:

Anywhere in the world, however, "claims" must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.

- **9.** "Cyber extortion expenses" means:
  - **a.** The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and
  - **b.** Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat";

when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

- **10.** "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - **a.** Launch a "denial of service attack" against the "computer system";
  - b. Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
  - **c.** Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
  - **d.** Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
  - e. Cause the "insured" to transfer, pay or deliver any funds or property using a "computer system" without your authorization; or
  - f. Inflict "ransomware" on a "computer system".

"Cyber extortion threat" does not include any threat made in connection with a legitimate commercial dispute.

- 11. "Data re-creation costs":
  - a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
  - **b.** "Data re-creation costs" also means your actual "business income loss" and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
  - **c.** "Data re-creation costs" does not mean costs to research, re-create or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.

- **12.** "Data restoration costs":
  - a. Means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
  - **b.** Does not include costs to research, restore or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.
- 13. "Defense costs":
  - a. Means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "claim" against an "insured". Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - **b.** Does not include the salaries or wages of your "employees" or "executives", or your loss of earnings.
- **14.** "Denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the internet.
- **15.** "Electronic media incident" means the display of information in electronic form by you on a website or in an "insured's" email that resulted in an allegation of:
  - a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
  - **b.** Defamation against a person or organization that is unintended;
  - **c.** A violation of a person's right of privacy, including false light and public disclosure of private facts; or
  - **d.** Interference with a person's right of publicity.

- **16.** "Employee" means any natural person, other than an "executive", who was, now is or will be:
  - **a.** Employed on a full- or part-time basis by you;
  - **b**. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
  - c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **b.**; or
  - **d.** Your volunteer worker, which includes unpaid interns.
- **17.** "Executive" means any natural person who was, now is or will be:
  - **a.** The owner of a sole proprietorship that is a "named insured"; or
  - **b.** A duly elected or appointed:
    - (1) Director;
    - (2) Officer;
    - (3) Managing Partner;
    - (4) General Partner;
    - (5) Member (if a limited liability company);
    - (6) Manager (if a limited liability company); or
    - (7) Trustee,
    - of a "named insured".
- **18.** "Extra expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
- **19.** "Insured" means:
  - **a.** With respect to Insuring Agreement **A** Computer Attack any "named insured".
  - **b.** With respect to Insuring Agreement **B** Network Security and Electronic Media Liability:
    - (1) Any "named insured"; and
    - (2) Any "employee" or "executive" of a "named insured", but:
      - (a) Only for the conduct of the "named insured's" business with-

in the scope of his or her employment or duties as an "executive"; and

- (b) Such "employee" or "executive" shall not be an "insured" to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.
- **20.** "Interrelated" means all events or incidents that have as a common nexus any:
  - **a.** Fact, circumstance, situation, event, transaction, cause; or
  - **b.** Series of causally connected facts, circumstances, situations, events, transactions or causes.
- **21.** "Loss" means:
  - **a.** With respect to Insuring Agreement **A** Computer Attack:

Those expenses enumerated in Section I, A., Paragraph **1.b.** 

- With respect to Insuring Agreement B -Network Security and Electronic Media Liability:
  - (1) "Defense costs"; and
  - (2) "Settlement costs".
- 22. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.
- **23.** "Named insured" means the entity or entities shown in the Declarations as a Named Insured.
- 24. "Network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:
  - a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
  - **b.** The unintended abetting of a "denial of service attack" against one or more other systems.
  - **c.** The unintended loss, release or disclosure of "third party corporate data".

- **25.** "Period of restoration" means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
  - **a.** The date that all data restoration, data recreation and system restoration directly related to the "computer attack" has been completed; or
  - **b.** The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
- **26.** "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an individual. This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

**27.** "Personally sensitive information" means private information specific to an individual the release of which requires notification of affected individuals under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

- **28.** "Policy period" means the cumulative total of each individual "coverage term" comprising the period of time from the inception date of this Coverage Part shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.
- **29.** "Property damage" means:
  - Physical injury to or destruction of tangible property including all resulting loss of use; or
  - **b.** Loss of use of tangible property that is not physically injured.
- **30.** "Ransomware" means any software that is used to demand a ransom payment by:
  - **a.** Restricting access to a "computer system"; or
  - **b.** Encrypting data held within a "computer system".
- **31.** "Settlement costs":
  - **a.** Means the following, when they arise from a "claim":

- (1) Damages (including punitive and exemplary damages and the multiple portion of any multiplied damage award), judgments or settlements;
- (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
- (3) Pre-judgment interest on that part of any judgment paid by us.
- **b.** Does not include:
  - (1) Civil or criminal fines or penalties imposed by law;
  - (2) Taxes; or
  - (3) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to punitive, exemplary and multiplied damages, the law of the jurisdiction most favorable to the insurability of those fines, penalties or damages shall control for the purpose of resolving any dispute between us and any "insured" regarding whether the fines, penalties or damages specified in this definition above are insurable under this Coverage Part, provided that such jurisdiction:
  - (1) Is where those fines, penalties or damages were awarded or imposed;
  - (2) Is where any "personal data compromise" took place for which such fines, penalties or damages were awarded or imposed;
  - (3) Is where you are incorporated or you have your principal place of business; or
  - (4) Is where we are incorporated or have our principal place of business.
- 32. "System restoration costs":
  - **a.** Means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre- "computer attack" level of functionality:
    - (1) Replace or reinstall computer software programs;
    - (2) Remove any malicious code; and
    - (3) Configure or correct the configuration of your "computer system".
  - **b.** Does not include:
    - (1) Costs to increase the speed, capacity or utility of your "computer system";

- (2) Labor of your "employees" or "executives";
- (3) Any costs in excess of the "actual cash value" of your "computer system"; or
- (4) Costs to repair or replace hardware.
- **33.** "Third party corporate data" 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 an "insured" under this Coverage Part which is not available to the general public and is provided to the "named insured" subject to a mutually executed written confidential-

ity agreement or which the "named insured" is legally required to maintain in confidence; however, "third party corporate data" shall not include "personally identifiable information" or "personally sensitive information".

- **34.** "Unauthorized access incident" means the gaining of access to a "computer system" by:
  - a. An unauthorized person or persons; or
  - **b.** An authorized person or persons for unauthorized purposes.
- **35.** "Wrongful act" means:
  - a. An "electronic media incident"; or
  - **b.** A "network security incident".

## CINCINNATI CYBER DEFENSE™ COVERAGE FORM

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## CINCINNATI CYBER DEFENSE™ COVERAGE FORM

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DE-DUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the "named insured" shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII** - **Definitions**.

## **SECTION I - COVERAGES**

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which an Aggregate Limit of Insurance is shown in the Declarations:

- 1. Insuring Agreement A Response Expenses
  - Coverage under Insuring Agreement A

     Response Expenses applies only if all of the following conditions are met:
    - (1) There has been a "personal data compromise"; and
    - (2) Such "personal data compromise" is first discovered by you during the "coverage term"; and
    - (3) Such "personal data compromise" took place in the "coverage territory"; and
    - (4) Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.
  - b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from the "personal data compromise" described in a. above and are necessary and reasonable. Coverages (4) and (5) apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under coverage (3).

### (1) Forensic IT Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with PCI or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

## (2) Legal Review

Professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

## (4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected individuals":

- (a) The following services apply to any "personal data compromise".
  - 1) Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **b**)1) and **2**) below.

Note, calls by "affected individuals" or their representatives to the Help Line do not constitute the making of a "claim" under Insuring Agreement **E** - Data Compromise Liability.

- (b) The following additional services apply to "personal data compromise" events involving "personally identifying information".
  - 1) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

2) Identity Restoration Case Management

> As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(5) PR Services

We will pay the necessary and reasonable fees and expenses you incur, with our prior written consent, for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships. We will only pay for such fees and expenses when such a public relations firm review and response is reasonably necessary to avert or mitigate material damage to your business relationships from the "personal data compromise".

Such fees and expenses include costs to implement the recommendations of such professional public relations firm. However, when such recommendations include advertising and special promotions designed to retain your relationship with "affected individuals", we will not pay for promotions:

- a) Provided to any of your "executives" or "employees"; or
- **b)** Costing more than \$25 per "affected individual".

- 2. Insuring Agreement B Computer Attack
  - Coverage under Insuring Agreement B
     Computer Attack applies only if all of the following conditions are met:
    - (1) There has been a "computer attack"; and
    - (2) Such "computer attack" is first discovered by you during the "coverage term"; and
    - (3) Such "computer attack" occurred in the "coverage territory"; and
    - (4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
  - **b.** If all of the conditions in **a**. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

#### (1) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

#### (2) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

#### (3) System Restoration

We will pay your necessary and reasonable "system restoration costs".

#### (4) Loss of Business

We will pay your actual "business income loss" and your necessary and reasonable "extra expenses".

## (5) Public Relations

If you suffer covered "business income loss", we will pay the necessary and reasonable fees and expenses you incur, with our prior written consent, for a professional public relations firm review of and response to the potential impact of the "computer attack" on your business relationships. We will only pay for such fees and expenses when such a public relations firm review and response is reasonably necessary to avert or mitigate material damage to your business relationships from the "computer attack".

## 3. Insuring Agreement C - Cyber Extortion

We will pay "cyber extortion expenses" that result from a "cyber extortion threat" first made against you during the "coverage term" for which this coverage is applicable. This insurance applies only if such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

# 4. Insuring Agreement D - Identity Recovery

- a. Coverage under Insuring Agreement D
   Identity Recovery applies only if all of the following conditions are met:
  - (1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Coverage Part; and
  - (2) Such "identity theft" is first discovered by the "identity recovery insured" during the "coverage term"; and
  - (3) Such "identity theft" took place in the "coverage territory"; and
  - (4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".
- **b.** If the conditions listed in **a**. above have been met, then we will provide the following to the "identity recovery insured":
  - (1) Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and
  - (2) Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

#### 5. Insuring Agreement E - Data Compromise Liability

- Coverage under Insuring Agreement E
   Data Compromise Liability applies only if all of the following conditions are met:
  - (1) During the "coverage term" or any applicable Extended Reporting Period, you first receive notice of:
    - (a) A "claim" which:

- 1) Arises from a "wrongful act" that:
  - a) Took place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period";
  - **b)** Took place in the "coverage territory"; and
  - c) Was submitted to us and insured under the Insuring Agreement A - Response Expenses; or
- (b) A "regulatory proceeding" which:
  - 1) Arises from a "wrongful act" that:
    - Took place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period";
    - b) Took place in the "coverage territory"; and
    - Was submitted to us and insured under the Insuring Agreement A - Response Expenses; and
  - 2) Is brought by a governmental entity; and
- (2) Such "claim" or "regulatory proceeding" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- **b.** If the conditions listed in **a**. above have been met, then we will pay on behalf of the "insured" "loss" directly arising from the "claim" or "regulatory proceeding".
- **c.** All "claims" and "regulatory proceedings" arising from a single "wrongful act" or series of "interrelated" "wrongful acts" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

#### 6. Insuring Agreement F - Network Security Liability

- Coverage under Insuring Agreement F
   Network Security Liability applies only if all of the following conditions are met:
  - (1) During the "coverage term" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "wrongful act" that:
    - (a) Took place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period"; and
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- **b.** If the conditions listed in **a**. above have been met, then we will pay on behalf of the "insured" "loss" directly arising from the "claim".
- c. All "claims" arising from a single "wrongful act" or series of "interrelated" "wrongful acts" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

## 7. Insuring Agreement G - Electronic Media Liability

- Coverage under Insuring Agreement G
   Electronic Media Liability applies only if all of the following conditions are met:
  - (1) During the "coverage term" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "wrongful act" that:
    - (a) Took place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period"; and
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

- b. If the conditions listed in a. above have been met, then we will pay on behalf of the "insured" "loss" directly arising from the "claim".
- c. All "claims" arising from a single "wrongful act" or series of "interrelated" "wrongful acts" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

### B. Exclusions

1. Applicable to Insuring Agreements A, B, C, E, F and G only:

This insurance does not apply to "loss" or "claims" based upon, attributable to or arising out of:

## a. Contractual Liability

An "insured's" assumption of liability by contract or agreement, whether oral or written. However, this exclusion shall not apply to:

- (1) Any liability that an "insured" would have incurred in the absence of such contract or agreement; or
- (2) Any PCI fines or penalties explicitly covered under Insuring Agreement E – Data Compromise Liability.

#### b. Criminal Investigations or Proceedings

Any criminal investigations or proceedings.

However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".

#### c. Deficiency Correction

Costs to research or correct any deficiency.

## d. Fines and Penalties

Any fines or penalties other than those explicitly covered under the definition of "settlement costs".

# e. Fraudulent, Dishonest or Criminal Acts

Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by the "insured".

## f. Information Technology Products

The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.

## g. Infrastructure Failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by the "insured" including, but not limited to, the internet, internet service providers, DNS service providers, cable and wireless providers, internet exchange providers, search engine providers, tier 1 internet protocol networks and other providers of telecommunications or internet infrastructure.

## h. Knowledge of Falsity

Any oral or written publication of material, if done by the "insured" or at the "insured's" direction with knowledge of its falsity.

## i. Non-monetary Relief

That part of any "claim" seeking any non-monetary relief.

However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".

## j. Nuclear

Nuclear reaction or radiation or radioactive contamination, however caused.

#### k. Patent or Trade Secret Infringement

Any actual or alleged patent or trade secret violation including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996, or the Uniform Trade Secrets Act and their amendments.

## I. Pollutant

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants" at any time; or
- (2) Any request, demand, order or statutory or regulatory requirement that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize,

or in any way respond to, or assess the effects of, "pollutants"; or

(3) Any demand by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### m. Previously Reported Claims

The same facts alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this Coverage Part is a renewal or replacement.

#### n. Prior Knowledge

Any "wrongful act" committed, attempted or allegedly committed or attempted prior to the "policy period" if:

- (1) Prior to the earlier of the following dates:
  - (a) The inception of this Coverage Part;
  - (b) The inception of the original Coverage Part of which this Coverage Part is a renewal or replacement; or
  - (c) The Continuity Date, if any, stated in the Declarations for the applicable Coverage Part,

any "executive" knew or should have reasonably foreseen that such "wrongful act" might be the basis of a "claim"; or

(2) There is a previous policy under which you are entitled to coverage for such "claim".

#### o. Prior Wrongful Acts

Any "wrongful act" first occurring before the Retroactive Date, if any, shown in the Declarations or any "claim" arising from a "wrongful act" that first occurred prior to the Retroactive Date, if any, shown in the Declarations.

#### p. Prior or Pending Litigation

Any "claim" or other proceeding against an "insured" which was pending or existed prior to the Prior or Pending Date stated in the Declarations, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim" or other proceeding.

#### q. Property Damage or Bodily Injury

"Property damage" or "bodily injury" other than "bodily injury" alleged in a "claim" covered under Insuring Agreement **G** - Electronic Media Liability.

## r. Reckless Disregard

Your reckless disregard for the security of "personally identifying information", "personally sensitive information" or "third party corporate data" in your care, custody or control.

#### s. Regulatory and Governmental Actions

- (1) Any action or proceeding brought by, or on behalf of, any governmental or quasi-governmental authority or regulatory agency including, but not limited to:
  - (a) The seizure or destruction of property by order of a governmental authority; or
  - (b) Regulatory actions or proceedings brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission, or other regulatory agency.
- (2) However, this exclusion shall not apply to:
  - (a) Actions or proceedings brought by a governmental authority or regulatory agency acting solely in its capacity as a customer of the "named insured" or a "subsidiary"; or
  - (b) "Regulatory proceedings" insured under Insuring Agreement E - Data Compromise Liability.

#### t. Satellite Malfunction

Any malfunction or failure of any satellite.

#### u. Uninsurable

Any amount not insurable under applicable law.

- v. War
  - (1) War, including undeclared or civil war or civil unrest;
  - (2) Warlike action by military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

## w. Willful Complicity

The "insured's" intentional or willful complicity in a covered "claim" or "loss" event, or your reckless disregard for the security of your "computer system" or data.

2. Applicable to Insuring Agreement B - Computer Attack only:

This insurance does not apply to:

## **Computers of Others**

Failure or interruption of or damage (including, but not limited to, damage to data, software and operating systems) to a computer or computer system that is not a "computer system".

**3.** Applicable to Insuring Agreement **D** - Identity Recovery only:

This insurance does not apply to:

## a. Fraudulent, Dishonest or Criminal Acts

Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

## b. Professional or Business Identity

The theft of a professional or business identity.

## c. Unreported Identity Theft

An "identity theft" that is not reported in writing to the police.

## SECTION II - LIMITS OF INSURANCE

- **A.** Applicable to all Insuring Agreements:
  - The Coverage Part Aggregate Limit of Insurance stated in the Declarations is the most we will pay for all "loss" or "defense costs" under all applicable Insuring Agreements in any one "coverage term" or any applicable Extended Reporting Period. The Coverage Part Aggregate Limit of Insurance stated in the Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "coverage term" or any applicable Extended Reporting Period.
  - 2. The Insuring Agreement Aggregate Limit of Insurance stated in the Declarations is the most we will pay for all "loss" or "defense costs" under that Insuring Agreement in any one "coverage term" or any applicable Extended Reporting Period, regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "coverage term" or any applicable Extended Reporting Period. The Insuring Agreement Aggregate Limit of Insurance is part of, and not in addition to, the Coverage Part Aggregate Limit of Insurance stated in Section II, A., Paragraph 1.
  - 3. A "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" may be first discovered by you in one "coverage term" but it may cause insured "loss" in one or more subsequent "coverage terms". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" will be subject to the Limit of Insurance applicable to the "coverage term" when the "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" was first discovered by you.
  - 4. You may first receive notice of a "claim" or "regulatory proceeding" in one "coverage term" but it may cause insured "loss" or "defense costs" in one or more subsequent "coverage terms". If so, all insured "loss" or "defense costs" arising from such "claim" (other than post-judgment interest) or "regulatory proceeding" will be subject to the Limit of Insurance applicable to the "coverage term" when notice of the "claim" or

"regulatory proceeding" was first received by you.

- **5.** The Limit of Insurance for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Limit of Insurance for the immediately preceding "coverage term".
- 6. Coverage under Insuring Agreement A -Response Expenses for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals" or the period required by law, whichever is longer. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.
- **B.** Applicable only to Insuring Agreement **D** Identity Recovery:
  - Case Management Service is available under Insuring Agreement D Identity Recovery as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the Limit of Insurance available for "identity recovery expenses".
  - 2. Legal costs as provided under Item **d**. of the definition of "identity recovery expenses" are part of, and not in addition to, the Aggregate Limit of Insurance described in Section II, A., Paragraph 2.
  - Item e. (Lost Wages) and Item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Aggregate Limit of Insurance described in Section II, A., Paragraph 2. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
  - Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Aggregate Limit of Insurance described in Section II, A., Paragraph 2. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

5. Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the sublimit stated in the Declarations. This sublimit is part of, and not in addition to, the Aggregate Limit of Insurance described in Section II, A., Paragraph 2. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

## SECTION III - DEDUCTIBLE

- A. We will not pay for "loss", damage or expense under any Insuring Agreement until the amount of the insured "loss", damage or expense exceeds the deductible amount stated in the Declarations for that Insuring Agreement. We will then pay the amount of "loss", damage or expense in excess of the applicable deductible amount, subject to the applicable Limit of Insurance stated in the Declarations. You shall be responsible for the applicable deductible amount. We may, at our option, pay any part or all of the deductible amount to defend or effect settlement of any "claim", "loss" or "regulatory proceeding" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- **B.** The deductible will apply to all:
  - "Loss" resulting from the same "wrongful act" or "interrelated" "wrongful acts" insured under Insuring Agreements E - Data Compromise Liability, F - Network Security Liability or G - Electronic Media Liability.
  - "Loss" arising from the same insured event or "interrelated" insured events under Insuring Agreements A - Response Expenses, B - Computer Attack or C - Cyber Extortion.
- **C.** In the event that "loss" is insured under more than one Insuring Agreement, only the single highest deductible applies.
- D. Insurance coverage under Insuring Agreement D - Identity Recovery is subject to the Identity Recovery Deductible stated in the Declarations. Each "identity recovery insured" shall be responsible for such deductible amount only once during each "coverage term". This deductible applies only to "identity recovery expenses".

#### SECTION IV - DEFENSE AND SETTLEMENT

The provisions contained within this Section apply only to Insuring Agreements **E** - Data Compromise Liability, **F** - Network Security Liability, and **G** - Electronic Media Liability.

- We will have the right and duty to select counsel and defend the "insured" against any "claim" or "regulatory proceeding" insured by this Coverage Part, regardless of whether the allegations of such "claim" or "regulatory proceeding" are groundless, false or fraudulent. However, we shall have no duty to defend the "insured" against any "claim" or "regulatory proceeding" seeking damages or other relief not insured by this Coverage Part.
- 2. We may, with your written consent, make any settlement of a "claim" or "regulatory proceed-ing" which we deem reasonable. If you refuse to consent to any settlement recommended by us and acceptable to the claimant or plaintiff, our liability for all "loss" or "defense costs" resulting from such "claim" or "regulatory proceeding" shall not exceed:
  - a. The amount for which we could have settled such "claim" or "regulatory proceeding" plus "defense costs" incurred as of the date we proposed such settlement in writing to you; plus
  - **b.** 90% of any "loss" or "defense costs" in excess of the proposed settlement incurred after the date you refused to consent to the proposed settlement, subject in all events to the applicable Limit of Insurance. The remaining 10% of any "loss" or "defense costs" in excess of the proposed settlement incurred after the date you refused to consent to the proposed settlement shall be your responsibility.
- 3. We shall not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable Limit of Insurance has been exhausted.
- **4.** We shall pay all interest on that amount of any judgment within the applicable Limit of Insurance which accrues:
  - **a.** After entry of judgment; and
  - **b.** Before we pay, offer to pay or deposit in court that part of the judgment within the applicable Limit of Insurance or, in any case, before we pay or offer to pay the entire applicable Limit of Insurance.

These interest payments shall be in addition to and not part of the applicable Limit of Insurance.

## **SECTION V - CONDITIONS**

## 1. Bankruptcy

Your bankruptcy, or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Part.

## 2. Changes in Exposure

#### a. Acquisition or Creation of Another Organization

If before or during the "coverage term":

- (1) You acquire securities or voting rights in another organization or create another organization which, as a result of such acquisition or creation, becomes a "subsidiary"; or
- (2) You acquire any organization through merger or consolidation;

then such organization will be covered under this Coverage Part but only with respect to "wrongful acts" or "loss" which occurred after the effective date of such acquisition or creation provided, with regard to Paragraphs **2.a.(1)** and **2.a.(2)**, you:

- (a) Give us written notice of the consolidation, merger or purchase or acquisition of assets or liabilities representing a value equivalent to thirty (35) percent (%) or more of your assets prior to such transaction within ninety (90) days of the effective date of such action;
- (b) Obtain our written consent to extend the coverage provided by this Coverage Part to such exposures as described in (a) above; and
- (c) Upon obtaining our consent, pay us an additional premium.

## b. Acquisition of Named Insured

If during the "coverage term":

- (1) The "named insured" merges into or consolidates with another organization, such that the "named insured" is not the surviving organization; or
- (2) Another organization, or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors, trustees or managers (if a limited liability company) of the "named insured";

then coverage under this Coverage Part will continue until the end of the "coverage term", but only with respect to "claims" arising out of "wrongful acts" which occurred prior to the effective date of such merger, consolidation or acquisition.

The full annual premium for the "coverage term" will be deemed to be fully earned immediately upon the occurrence of such merger, consolidation or acquisition of the "named insured".

The "named insured" must give written notice of such merger, consolidation or acquisition to us as soon as practicable, together with such information as we may reasonably require.

#### c. Cessation of Subsidiaries

If before or during the "coverage term" an organization ceases to be a "subsidiary", coverage with respect to such "subsidiary" will continue until the end of the "coverage term" but only with respect to "claims" or "loss" which occurred prior to the date such organization ceased to be a "subsidiary".

## d. Official Appointments

If during the "coverage term" the appointment of receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to the "named insured" occurs, the insurance coverage afforded under this Coverage Part will continue only until the end of the "coverage term" but only with respect to "claims" arising out of "wrongful acts" or "loss" which occurred prior to the effective date of such appointment.

The full annual premium for the "coverage term" will be deemed to be fully earned immediately upon the occurrence of such appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official.

## 3. Confidentiality

Under Insuring Agreement **C** - Cyber Extortion, "insureds" must make every reasonable effort not to divulge the existence of this coverage.

## 4. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" insured under this Coverage Part. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- **a.** Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- **b.** Providing and maintaining appropriate computer and Internet security;

- **c.** Maintaining and updating at appropriate intervals backups of computer data;
- **d.** Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

#### 5. Duties in the Event of a Claim, Regulatory Proceeding or Loss

- a. If, during the "coverage term", you first become aware of any circumstance that could reasonably be expected to give rise to a "claim" or "regulatory proceeding" you may give written notice to us. The notice must be made as soon as practicable, but in no event more than 60 days after the date the circumstance is first discovered by you, and must be made during the "coverage term" and must include:
  - (1) The specific details, including the date, of the circumstance;
  - (2) The alleged injuries or damage sustained or which may be sustained;
  - (3) The names of potential claimants; and
  - (4) The manner in which you first became aware of the circumstance.

Any subsequent "claim" or "regulatory proceeding" arising out of any circumstance which is the subject of such a written notice will be deemed to have been made at the time written notice in compliance with these requirements was first received in writing by us.

- **b.** If a "claim" or "regulatory proceeding" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
  - (4) Authorize us to obtain records and other information;

- (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
- (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft" insured under Insuring Agreements A Response Expenses, B Computer Attack, C Cyber Extortion or D Identity Recovery, you and any involved "identity recovery insured" must see that the following are done:
  - (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft". Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft" occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft";
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft". You must do this within 60 days after our

request. We will supply you with the necessary forms.

- (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat" or "identity theft"
- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft" or "loss".
- d. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.
- e. No "insured" may, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

#### 6. Help Line

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-866-219-9831**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- **b.** Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred. As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses".

## 7. Legal Action Against Us

- a. No person or organization has a right:
  - (1) To join us as a party or otherwise bring us into a suit asking for damages from an "insured"; or
  - (2) To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under this Coverage Part, or that are in excess of the applicable Aggregate Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the first "named insured" and the claimant or the claimant's legal representative.

- **b.** You may not bring any legal action against us involving "loss":
  - (1) Unless you have complied with all the terms of this insurance;
  - (2) Until 90 days after you have filed proof of "loss" with us; and
  - (3) Unless brought within 2 years from the date you reported the "claim" or "loss" to us.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

## 8. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Coverage Part does not represent advice or counsel from us about what you should or should not do.

## 9. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the "policy period", we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- **a.** The date we implemented the change in your state; or
- **b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current "policy period". We will make no additional premium charge for this additional coverage during the interim.

## 10. Mediation and Allocation

- **a.** Any dispute including but not limited to tort claims or contract claims between an "insured" and us arising out of or relating to this Coverage Part shall be submitted to non-binding mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- b. If both "loss" covered by this Coverage Part and loss not covered by this Coverage Part are incurred, either because a "claim" against an " insured" includes both covered and uncovered matters or because a "claim" is made against both an "insured" and others, we will pay 100% of reasonable and necessary "defense costs" and all remaining loss will be allocated between covered "loss" and uncovered loss based upon the relative legal exposure to the parties to such matters.
- c. If we and the "insured(s)" cannot agree as to matters in b. above prior to a judgment or finding in the civil or administrative proceeding dealing with "claims" against the "insured(s)", the parties agree that they will, to the extent it is within their control, require that the allocation between covered "loss" and uncovered loss is made in such civil or administrative proceeding. Such efforts shall include but are not limited to the submission of special interrogatories to the finder of fact in such proceeding. Such efforts shall not require us to become a party to such civil or administrative proceeding.
- d. Notwithstanding c. above, if we and the "insured" cannot agree as to matters in b. above prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under a. above settle all "claims" against any or all "insured(s)". Following such settlement, any dispute between us and the "insured(s)" as to the proper allocation of covered and uncovered matters under b. above shall be submitted to non-binding mediation prior to the commencement of

an action between the parties. In any event, only one mediation as to the same issues shall be required.

#### 11. Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

### 12. Other Insurance

- a. If any covered "loss" or "defense costs" is covered by any other valid policy, then this Coverage Part shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this Coverage Part by reference in such other policy to this policy's policy number.
- b. When this insurance is excess, we will have no duty to defend the "insured" against any "claim" or "regulatory proceeding" if any other insurer has a duty to defend the "insured" against that "claim" or "regulatory proceeding". But we will have the right to associate in the defense and control of any "claim" or "regulatory proceeding" that we reasonably believe is likely to involve the insurance provided under this Coverage Part. If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

## 13. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Insuring Agreement **A** - Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers Condition. You must provide the following at our pre-notification consultation with you:

- **a.** The exact list of "affected individuals" to be notified, including contact information.
- **b.** Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- **c.** The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those ser-

vices available to more "affected individuals" without exceeding the available Response Expenses Limit of Insurance.

## 14. Representations

You represent that all information and statements contained in any application or questionnaire submitted in connection with this Coverage Part are true, accurate and complete. All such information and statements are the basis for our issuing this Coverage Part and shall be considered as incorporated into and shall constitute a part of this Coverage Part. Misrepresentation or omission of any material fact may be grounds for the rescission of this Coverage Part.

## 15. Separation of Insureds

Except with respect to the applicable Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part or the policy to which it is attached, to the first "named insured", this insurance applies separately to each "insured" against whom a "claim" is made or "regulatory proceeding" is brought.

## 16. Service Providers

- a. We will only pay under this Coverage Part for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Part. We will not unreasonably withhold such approval.
- **b.** Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us;
  - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 17. Services

The following conditions apply as respects any services provided to you or any "affected individual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Coverage Part:

- **a.** The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- **c.** We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an "identity recovery case manager" under Insuring Agreement D - Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Part. Those firms work for you.

#### 18. Subrogation

With respect to any payment under this Coverage Part on behalf of any "insured", we shall be subrogated to the "insured's" rights of recovery to the extent of such payment. The "insured" shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the "insured's" name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- **a.** To you, until you are reimbursed for any "loss" or "defense costs" you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;
- **b.** Then to us, until we are reimbursed for the payment under this Coverage Part;
- **c.** Then to you, until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

#### **19. Valuation - Settlement**

All premiums, Limits of Insurance, Deductible Amounts, "loss" and any other monetary amounts under this Coverage Part are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is agreed to or another component of "loss" under this Coverage Part is expressed in any currency other than United States of America dollars, payment under this Coverage Part shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is entered, settlement amount is agreed upon, or the other component of "loss" is due, respectively.

## 20. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION VI - EXTENDED REPORTING PERIODS

The provisions contained within this Section apply only to Insuring Agreements **E** - Data Compromise Liability, **F** - Network Security Liability and **G** - Electronic Media Liability.

- 1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
  - a. You or we cancel this Coverage Part;
  - **b.** You or we refuse to renew this Coverage Part; or
  - **c.** We renew this Coverage Part on other than a claims-made basis or with a retroactive date later than the Retroactive Date shown in the Declarations.
- 2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:
  - a. An Automatic Extended Reporting Period of 90 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of a "claim" or "regulatory proceeding" of which you first receive notice during said Automatic Extended Reporting Period arising directly from a "wrongful act" occurring on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period" and which is otherwise insured by this Coverage Part; and
  - **b.** Upon payment of the additional premium stated in the Declarations, a Supplemental Extended Reporting Period for the term stated in the Supplemental Extended Reporting Period Endorsement will be provid-

ed immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a "claim" or "regulatory proceeding" of which you first receive notice during said Supplemental Extended Reporting Period arising directly from a "wrongful act" occurring on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period" and which is otherwise insured by this Coverage Part.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

**c.** The applicable Limits of Insurance for the Extended Reporting Periods shall be part of, and not in addition to, the applicable Limits of Insurance for the immediately preceding "coverage term".

#### **SECTION VII - DEFINITIONS**

- **1.** "Actual cash value" means replacement cost less a deduction that reflects depreciation, age, condition and obsolescence.
- 2. "Affected individual" means any natural person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Coverage Part. This definition is subject to the following provisions:
  - **a.** "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
  - **b.** An "affected individual" may reside anywhere in the world.
- **3.** "Authorized representative" means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
- 4. "Authorized third party user" means a party who is not an "employee" or an "executive" of the "named insured" who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
- "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

- **6**. "Business income loss" means the sum of the:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
  - **b.** Continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll,

actually lost by you during the "period of restoration".

- 7. "Claim":
  - a. Means:
    - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
    - (2) A civil proceeding commenced by the filing of a complaint;
    - (3) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent;
    - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent;
    - (5) A criminal proceeding commenced by:
      - (a) An arrest; or
      - (b) A return of an indictment, information or similar document; or
    - (6) A written request first received by you during the "coverage term" to toll or waive a statute of limitations relating to a potential "claim" described in a.(1) through (5) above,

arising from a "wrongful act" or a series of "interrelated" "wrongful acts" allegedly committed by an "insured", including any appeal therefrom.

- **b.** Does not include:
  - (1) Any demand or action brought by or on behalf of someone who is:
    - (a) Your "executive";
    - (b) Your owner or part-owner; or
    - (c) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or

- (2) A "regulatory proceeding".
- c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under Insuring Agreement A Response Expenses section of this Coverage Part, and you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Insuring Agreement A Response Expenses in connection with such "personal data compromise".
- **8.** "Computer attack" means one of the following involving the "computer system":
  - **a.** An "unauthorized access incident";
  - b. A "malware attack"; or
  - **c.** A "denial of service attack" against a "computer system".
- **9.** "Computer system" means a computer or other electronic hardware that:
  - **a.** Is owned or leased by you and operated under your control; or
  - **b.** Is operated by a third party service provider and used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services, but such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect to the specific services provided by such third party to you under such contract.
- **10.** "Coverage term" means the following individual increment, or if a multi-year "policy period", increments, of time, which comprise the "policy period" of this Coverage Part:
  - **a.** The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multiyear "policy period", each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the "policy period" shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- **b.** However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
- **11.** "Coverage territory" means:
  - With respect to Insuring Agreements A -Response Expenses and D - Identity Recovery, anywhere in the world.
  - **b.** With respect to Insuring Agreements **B** Computer Attack and **C** Cyber Extortion:

Anywhere in the world, but "loss" must involve a "computer system" within the United States (including its territories and possessions), Puerto Rico or Canada.

 With respect to Insuring Agreements E -Data Compromise Liability, F - Network Security Liability and G - Electronic Media Liability:

Anywhere in the world, however, "claims" must be brought in the United States (including its territories and possessions), Puerto Rico or Canada.

- **12.** "Cyber extortion expenses" means:
  - **a.** The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and
  - **b.** Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat";

when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

- **13.** "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - a. Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to the "insured's" services provided

through the "computer system" via the internet;

- b. Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
- c. Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
- **d.** Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
- e. Cause the "insured" to transfer, pay or deliver any funds or property using a "computer system" without your authorization; or
- f. Inflict "ransomware" on a "computer system".

"Cyber extortion threat" does not include any threat made in connection with a legitimate commercial dispute.

- **14.** "Data re-creation costs":
  - a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
  - **b.** "Data re-creation costs" also includes your actual "business income loss" and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
  - **c.** "Data re-creation costs" does not mean costs to research, re-create or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.
- **15.** "Data restoration costs":
  - a. Means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or

similar functionality to the data that has been lost or corrupted.

- **b.** Does not include costs to research, restore or replace:
  - (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.
- 16. "Defense costs":
  - a. Means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against an "insured". Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - **b.** Does not include the salaries or wages of your "employees" or "executives", or your loss of earnings.
- **17.** "Denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the internet.
- **18.** "Electronic media incident" means the display of information in electronic form by you on a website or in an "insured's" email that resulted in an allegation of:
  - a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
  - **b.** Defamation against a person or organization that is unintended;
  - c. A violation of a person's right of privacy, including false light and public disclosure of private facts; or
  - **d.** Interference with a person's right of publicity.
- **19.** "Employee" means any natural person, other than an "executive", who was, now is or will be:
  - **a.** Employed on a full- or part-time basis by you;
  - Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;

- c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **b**.; or
- **d.** Your volunteer worker, which includes unpaid interns.
- **20.** "Executive" means any natural person who was, now is or will be:
  - **a.** The owner of a sole proprietorship that is a "named insured"; or
  - **b.** A duly elected or appointed:
    - (1) Director;
    - (2) Officer;
    - (3) Managing Partner;
    - (4) General Partner;
    - (5) Member (if a limited liability company);
    - (6) Manager (if a limited liability company); or
    - (7) Trustee,
    - of a "named insured".
- **21.** "Extra expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
- 22. "Identity recovery case manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- **23.** "Identity recovery expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured":
  - **a.** Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".
  - **b.** Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the

"identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft".

- **c.** Costs for credit reports from established credit bureaus.
- **d.** Fees and expenses for an attorney approved by us for the following:
  - (1) The defense of any civil suit brought against an "identity recovery insured".
  - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured".
  - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
  - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
  - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured".
- e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from selfemployment. Necessary time off does not include time off to do tasks that could reasonably have been done during nonworking hours.
- f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".
- **g.** Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".
- **h.** Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".

- (1) Such costs include:
  - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
  - (b) Deductibles or service fees from financial institutions.
- (2) Such costs do not include:
  - (a) Costs to avoid, prevent or detect "identity theft" or other loss.
  - (b) Money lost or stolen.
  - (c) Costs that are restricted or excluded elsewhere in this Coverage Part or policy.
- 24. "Identity recovery insured" means the following:
  - a. When the entity insured under this Coverage Part is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the "named insured".
  - **b.** When the "named insured" under this Coverage Part is a partnership, the "identity recovery insureds" are the current partners.
  - c. When the "named insured" under this Coverage Part is a corporation or other form of organization, other than those described in a. or b. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" shall be:
    - (1) The chief executive of the insured entity; or
    - (2) As respects a religious institution, the senior ministerial employee.
  - **d.** The legally recognized spouse of any individual described in **a.**, **b.** or **c.** above.

An "identity recovery insured" must always be an individual person. The "named insured" under this Coverage Part is not an "identity recovery insured".

**25.** "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

- **26.** "Insured" means:
  - a. With respect to Insuring Agreements A -Response Expenses, B - Computer Attack,
     C - Cyber Extortion and D - Identity Recovery any "named insured".
  - With respect to Insuring Agreements E -Data Compromise Liability, F - Network Security Liability and G - Electronic Media Liability:
    - (1) Any "named insured"; and
    - (2) Any "employee" or "executive" of a "named insured", but:
      - (a) Only for the conduct of the "named insured's" business within the scope of his or her employment or duties as an "executive"; and
      - (b) Such "employee" or "executive" shall not be an "insured" to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.
- **27.** "Interrelated" means all events or incidents that have as a common nexus any:
  - **a.** Fact, circumstance, situation, event, transaction, cause; or
  - **b.** Series of causally connected facts, circumstances, situations, events, transactions or causes.
- 28. "Loss" means:
  - a. With respect to Insuring Agreement A Response Expenses:

Those expenses enumerated in Insuring Agreement **A** - Response Expenses, Paragraph **b**.

**b.** With respect to Insuring Agreement **B** - Computer Attack:

Those expenses enumerated in Insuring Agreement **B** - Computer Attack, Paragraph **b**.

- **c.** With respect to Insuring Agreement **C** Cyber Extortion, "cyber extortion expenses".
- **d.** With respect to Insuring Agreement **D** Identity Recovery:

Those services and expenses enumerated in Insuring Agreement  ${\bf D}$  - Identity Recovery, Paragraph  ${\bf b}.$ 

e. With respect to Insuring Agreements E -Data Compromise Liability, F - Network Security Liability and **G** - Electronic Media Liability:

- (1) "Defense costs"; and
- (2) "Settlement costs".
- **29.** "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.
- **30.** "Named insured" means the entity or entities shown in the Declarations as a Named Insured and their "subsidiaries".
- **31.** "Network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:
  - **a.** The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
  - **b.** The unintended abetting of a "denial of service attack" against one or more other systems.
  - **c.** The unintended loss, release or disclosure of "third party corporate data".
  - **d.** The inability of an "authorized third party user" to access a "computer system" due to a "malware attack", a "denial of service attack" against a "computer system" or an "unauthorized access incident".
- **32.** "Period of restoration" means the period of time that begins at the time that the "computer at-tack" is discovered by you and continues until the earlier of:
  - a. The date that all data restoration, data recreation and system restoration directly related to the "computer attack" has been completed; or
  - **b.** The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
- **33.** "Personal data compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying infor-

mation", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- **a.** At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
  - (1) You; or
  - (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
- **b.** "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
- c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
- **d.** All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
- **34.** "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

**35.** "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

- **36.** "Policy period" means the cumulative total of each individual "coverage term" comprising the period of time from the inception date of this Coverage Part shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.
- **37.** "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
  - **a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  - **b.** The insured uses, generates or produces the "pollutant".
- **38.** "Property damage" means:
  - Physical injury to or destruction of tangible property including all resulting loss of use; or
  - **b.** Loss of use of tangible property that is not physically injured.
- **39.** "Ransomware" means any software that is used to demand a ransom payment by:
  - **a.** Restricting access to a "computer system"; or
  - **b.** Encrypting data held within a "computer system".
- **40.** "Regulatory proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
- **41.** "Settlement costs":
  - **a.** Means the following, when they arise from a "claim" or "regulatory proceeding":
    - (1) Damages (including punitive and exemplary damages and the multiple portion of any multiplied damage award), judgments or settlements;

- (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
- (3) Pre-judgment interest on that part of any judgment paid by us.
- **b.** Does not include:
  - (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Paragraphs **d.** and **e.** below;
  - (2) Taxes; or
  - (3) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties and punitive, exemplary and multiplied damages, the law of the jurisdiction most favorable to the insurability of those fines, penalties or damages shall control for the purpose of resolving any dispute between us and any "insured" regarding whether the fines, penalties or damages specified in this definition above are insurable under this Coverage Part, provided that such jurisdiction:
  - (1) Is where those fines, penalties or damages were awarded or imposed;
  - (2) Is where any "wrongful act" took place for which such fines, penalties or damages were awarded or imposed;
  - (3) Is where you are incorporated or you have your principal place of business; or
  - (4) Is where we are incorporated or have our principal place of business.
- **d.** With respect to "regulatory proceedings", "settlement costs" also means any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.
- With respect to "claims" covered under Insuring Agreement E Data Compromise Liability, "settlement costs" also means any Payment Card Industry (PCI) fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.
- **42.** "Subsidiary" means any organization in which more than fifty (50) percent (%) of the outstanding securities or voting rights representing the present right to vote for the election of directors, trustees, managers (if a limited liability company) or persons serving in a similar capacity is

owned, in any combination, by one or more "named insured(s)".

- 43. "System restoration costs":
  - **a.** Means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre- "computer attack" level of functionality:
    - (1) Replace or reinstall computer software programs;
    - (2) Remove any malicious code; and
    - (3) Configure or correct the configuration of your "computer system".
  - **b.** Does not mean:
    - (1) Costs to increase the speed, capacity or utility of a "computer system"; or
    - (2) Labor costs of your "employees" or "executives".
- **44.** "Third party corporate data" 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 an "insured" under this Coverage Part

which is not available to the general public and is provided to the "named insured" subject to a mutually executed written confidentiality agreement or which the "named insured" is legally required to maintain in confidence; however, "third party corporate data" shall not include "personally identifiable information" or "personally sensitive information".

- **45.** "Unauthorized access incident" means the gaining of access to a "computer system" by:
  - a. An unauthorized person or persons; or
  - **b.** An authorized person or persons for unauthorized purposes.
- **46.** "Wrongful act" means:
  - **a.** With respect to Insuring Agreement **E** Data Compromise Liability, a "personal data compromise".
  - **b.** With respect to Insuring Agreement **F** Network Security Liability, a "network security incident".
  - **c.** With respect to Insuring Agreement **G** Electronic Media Liability, an "electronic media incident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### CINCINNATI DATA DEFENDER™ COVERAGE PART CINCINNATI NETWORK DEFENDER™ COVERAGE PART

#### SCHEDULE

Indicate which Coverage Part(s) to which this endorsement applies.

□ CINCINNATI DATA DEFENDER™ COVE	RAGE PART
Effective Date of Endorsement	
Supplemental Extended Reporting Period	
Premium	\$
☐ CINCINNATI NETWORK DEFENDER™ C Effective Date of Endorsement Supplemental Extended Reporting Period	COVERAGE PART
Premium	\$
Information required to complete this Schedul	e, if not shown above, will be shown in the Declarations.

- A. This Supplemental Extended Reporting Period Endorsement is provided, as described in SECTION V -EXTENDED REPORTING PERIODS, Paragraph 2.b. and applies for the period of time shown in the Schedule.
- B. This endorsement will not take effect unless the additional premium for it is paid, as required in SECTION
   V EXTENDED REPORTING PERIODS, Paragraph 2.b. Once in effect, this endorsement may not be cancelled. The premium for this endorsement will be deemed fully earned as of the date it is purchased.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### CINCINNATI CYBER DEFENSE™ COVERAGE PART

SCHEDULE

Effective Date of Endorsement	-	
Supplemental Extended Reporting Period		
Premium	\$	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This Supplemental Extended Reporting Period Endorsement is provided, as described in SECTION VI -EXTENDED REPORTING PERIODS, Paragraph 2.b. and applies for the period of time shown in the Schedule.
- B. This endorsement will not take effect unless the additional premium for it is paid, as required in SECTION VI EXTENDED REPORTING PERIODS, Paragraph 2.b. Once in effect, this endorsement may not be cancelled. The premium for this endorsement will be deemed fully earned as of the date it is purchased.

Named Insured

Policy Number

## WARRANTY STATEMENT

This warranty statement applies to the Coverage Part as indicated by it below:

#### CINCINNATI CYBER DEFENSE™ COVERAGE CINCINNATI DATA DEFENDER™ COVERAGE □ CINCINNATI NETWORK DEFENDER<sup>™</sup> COVERAGE

This warranty statement accompanies a request for additional coverage or an increase to the limit of insurance on a Coverage Part currently in force under the policy indicated above. Regarding such request, the undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance warrants the following as indicated by kelow (choose one):

- No fact, circumstance or situation indicating the probability of a claim or action against which coverage would be afforded in the Coverage Part indicated above is now known by any person(s) or entity(ies) who are or shall be insureds in the Coverage Part indicated above.
- Facts, circumstances or situations indicating the probability of a claim or action against which coverage would be afforded in the Coverage Part indicated above are known by any person(s) or entity(ies) who are or shall be insureds in the Coverage Part indicated above and the details are attached to this warranty statement.

The undersigned authorized agent of the person(s) and entity(ies) for whom coverage under this policy would be afforded warrants that to the best of his knowledge that the statements herein are true. It is understood and agreed that if knowledge of any fact, circumstance, or situation, about any claim subsequently arises therefrom, coverage shall be excluded in the Coverage Part indicated above.

It is further understood and agreed that this warranty statement applies as indicated by  $\square$  below (choose one):

- The Coverage Part indicated above is an additional coverage not previously included on this policy, and this warranty statement applies to the entire limit of insurance.
- The Coverage Part indicated above was previously included on this policy, and this warranty statement pertains only to the limit of insurance in excess of the limit of insurance in force immediately prior to the increase in limit of insurance to which this warranty statement shall apply.

Authorized Agent (President, Chairperson or Equivalent Position)

Date

**Printed Name** 

Title

## [COMPANY NAME] A Stock Insurance Company

# CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

		Limits of I	nsurance and Deductible	2		
l	nsuring Agreement	Annual Aggregate		Sublimit		
A Response Expenses	Response Expenses	\$			\$	
			Forensic IT Review	\$		
			Legal Review	\$		
			PR Services	\$		
в	Defense and Liability	\$			\$	
	Ĩ		Regulatory Fines and Penalties	\$		
			PCI Fines and	\$		
			Penalties			
С	Identity Recovery	\$			\$	
			Lost Wages and Child and Elder Care	\$		
			Mental Health Counseling	\$		
			Miscellaneous Unnamed Costs	\$		
	ΤΟΤΑ	L ANNUAL PREMI	UM	\$		
(	Dptional Supplemental - Period			oplemental Ex Period - Prem	ttended Reporting	

### [COMPANY NAME] A Stock Insurance Company

# CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Retr	oactive Date:					
		Limits of Insur	ance and Deductib	le		
	Insuring Agreement	Annual Aggregate	Sub	olimit	Dedu	ctible
Α	Computer Attack	\$			\$	1
			Cyber Extortion	\$	\$	2
			Loss of Business	\$		
			Public Relations	\$		
В	Network Security and Electronic Media Liability	\$			\$	
	TOTAL A	NNUAL PREMIUM	1	\$		
C	Optional Supplemental Exte		Optional Su		Extended Repor	ting
	Period - Term	•		Period - Pr	emium:	

FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

<sup>&</sup>lt;sup>1</sup> Computer Attack Deductible other than Cyber Extortion

<sup>&</sup>lt;sup>2</sup> Cyber Extortion Deductible

## [COMPANY NAME] A Stock Insurance Company CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE PART

## DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER:

Effective Date

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Retroactive Date:			Prior or	Pending Date:	Continuity Date:		
		L	imits of Insur	ance and Deductibles			
Cov	<u>verage Part Annual Aggrega</u>	te:		\$			
	Insuring Agreement		Annual Aggregate	Sublim	it <u>s</u>	Deductibles	
Α	Response Expenses	\$				\$	
В	Computer Attack	\$				\$	
С	Cyber Extortion	\$				\$	
D	Identity Recovery	\$		Lost Wages and Child and Elder Care Mental Health	\$ \$	\$	
				Counseling Miscellaneous Unnamed Costs	\$		
Е	Data Compromise Liability	\$				\$	
F	Network Security Liability	\$				\$	
G	Electronic Media Liability	\$				\$	
то	TAL ANNUAL PREMIUM				\$	_	

Optional Supplemental Extended Reporting Period - Term: Optional Supplemental Extended Reporting Period - Premium:

FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	7			

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA	
State:	California		First Filing Company	r: The Cincinnati Ca	sualty Company,	
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations			
Product Name:	Cyber Risk					
Project Name/Number:	/Initial Cyber Filing	g				

## **Rate/Rule Schedule**

ltem	Schedule Item				Previous State	
No.	Status	Exhibit Name	Rule # or Page #	Rate Action	Filing Number	Attachments
1		MANUAL PAGES	SEE ATTACHED MEMO	New		Manual Pages - Updated.pdf

THIS MANUAL CONTAINS THE RULES AND RATES FOR CYBER RISK USED BY:

THE CINCINNATI INSURANCE COMPANY - 1.00THE CINCINNATI CASUALTY COMPANY - 1.00THE CINCINNATI INDEMNITY COMPANY - 1.00

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### 1. APPLICATION OF THIS DIVISION

#### A. Contents

Division Seventeen contains the rules, individual company rates, rating procedures and state exceptions for Cyber Risk.

#### B. Sections

This Division is divided into separate Sections for:

- 1. General Rules
- 2. Coverage Rules

## 2. COMPANY RATES

Refer to Coverage Rules.

### 3. REFERRALS TO COMPANY

Refer to company for:

- **A.** Any applicable rating plan modification shall be determined by the company applying the filed rules for the application of credits or debits.
- **B.** Refer to the company for classifying any risk or exposure for which there is no definitive or applicable classification.

Companies should maintain complete files, including all details of the <u>underwriting</u> factors used in determining the classification for a particular risk and make these files available for a state regulator.  $\approx$ 

## 4. EFFECTIVE OR DISTRIBUTION DATE

The date shown on the bottom of the manual page is a printing date and not necessarily the effective or distribution date. The effective date or distribution date will be announced in the Bulletin accompanying new or revised manual pages.

## 5. POLICY TERM

A policy may be written for a specific term up to three years.

#### 6. PREMIUM COMPUTATION

#### A. One-year or Fractional Year Policies

- 1. For one year policies, compute the premium using the rates in effect at policy inception.
- 2. For policies issued for other than a whole number of years, prorate the annual premium to determine the premiums for the fractional part of a year.

#### **B. Multi-year Policies**

- **1.** Compute the premium at inception using the annual rates in effect at that time.
- 2. For policies issued for other than a whole number of years, prorate the annual premium to determine the premiums for the fractional part of a year.

#### C. Installment Payments

Refer to Division Nine - Multiple Line Manual for rules governing Installment Payments. This rule will apply to both multiline discounted and nondiscounted policies or monoline policies.

## 7. FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified.

### 8. ROUNDING PROCEDURE

#### A. Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five tenths or more of a mill shall be considered one mill, for example, .1245 = .125.

#### B. Premium

Round the premium for each coverage for which a separate premium is calculated to the nearest whole dollar. Round a premium involving 50 or over to the next higher whole dollar, for example, 50 = 1.00.

## 9. MINIMUM PREMIUM

Cyber Risk is not subject to a minimum premium.

#### **10. ADDITIONAL PREMIUM CHANGES**

#### A. Calculation of Premium

- 1. Prorate all changes requiring additional premium, unless a more specific rule applies.
- **2.** In computing the additional premium for:
  - **a.** Any changes made to a coverage or classification included at policy inception, use the rates and rules in effect on the effective date of the policy.
  - **b.** Coverages or classifications which are added after the policy inception, use the rates and rules in effect as of the date of the change.
  - **c.** Any changes made to a coverage or classification which was added after policy inception, use the rates developed when the coverage or classification was added.

The additional premium developed is in addition to any applicable minimum premium.

#### B. Waiver of Premium

Refer to Division Nine - Multiple Line Manual for rules governing waiver of premium. This rule will apply to both multiline discounted and nondiscounted policies or monoline policies.

#### 11. RETURN PREMIUM CHANGES

#### A. Premium Computation

- 1. Compute return premium at the rates used to calculate the policy premium.
- 2. Compute return premium pro rata and round to the nearest whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced.

#### B. Waiver of Premium

Refer to Division Nine - Multiple Line Manual for rules governing waiver of premium. This rule will apply to both multiline discounted and nondiscounted policies or monoline policies.

## 12. CANCELLATION

If the policy is canceled, the earned premium shall be calculated on a pro rata basis and rounded to the nearest whole dollar.

## 13. FORMS PORTFOLIO REFERENCE

Application **HC 004** must be submitted along with Acord 125 General Information section for Cyber Defense Coverage.

14. RESERVED 🔀

15. RESERVED 🔀

16. RESERVED FOR FUTURE USE

### 17. DESCRIPTION OF ADDITIONAL ENDORSEMENTS

#### A. Additional Endorsements

In addition to endorsements referenced in other rules under Division Seventeen Cyber Risk, the endorsements in this Rule may also be used with the Cyber Risk Coverage Forms. The descriptions are for ease of identification. Refer to each endorsement to determine its content.

#### B. General Use Endorsements

General Change Endorsement - IA 407 (IA 4329 e-CLAS®)

This endorsement is used to make general changes to the policy.

#### C. Additional Insured Endorsements

#### 1. Additional Insured - Grantor of Franchise - HC 4132

This endorsement is used to add a franchisor to a franchisee's Cyber Risk coverage form as an additional insured. It applies to all three Cyber Risk coverage forms (Cyber Defense, Data Defender and Network Defender).

#### 2. Additional Insured - HC 4131

This endorsement is used to add any other entity other than a franchisor to a Cyber Risk coverage form as an additional insured. It applies to all three Cyber Risk coverage forms (Cyber Defense, Data Defender and Network Defender).

#### D. Mandatory Endorsements

1. Attach California Changes - Cancellation and Nonrenewal Endorsement - IA 4392 CA to all policies.

## 18. TERRORISM

Refer to the Terrorism Rule at the end of the manual.

**19. RESERVED FOR FUTURE USE** 

#### 1. CINCINNATI DATA DEFENDER<sup>™</sup> COVERAGE

## Cincinnati Data Defender™ Coverage Form - HC 102

A. Description of Coverage (see Coverage Part for exact description, limitations)

The Data Defender Coverage Part provides coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" or "personally sensitive information" of "affected individuals".

"Affected individuals" are any persons whose "personally identifying information" or "personally sensitive information" has been compromised in a "personal data compromise".

The Data Defender Coverage Part is in three sections. The first section, Response Expenses coverage, includes the following coverage components:

- 1. Forensic IT Review Coverage for the cost to hire outside computer experts to determine the nature and extent of the breach. Refer to the Data Defender Coverage Rate Table for sublimits.
- 2. Legal Review Coverage for the cost to obtain professional legal advice. Refer to the Data Defender Coverage Rate Table for sublimits.
- **3.** Notification to Affected Individuals Coverage for reimbursement of expenses associated with the notification of those whose personal information was breached.
- 4. Services to Affected Individuals Coverage for the cost of providing services (packet of informational materials, toll-free help line, one year of credit monitoring and identity restoration case management) to affected individuals for 12 months from the date of the notice.
- 5. Public Relations Services Coverage for the cost to implement public relations recommendations of a professional public relations firm. This may include advertising and special promotions designed to retain the relationship with affected individuals. Refer to the Data Defender Coverage Rate Table for sublimits.
- 6. Regulatory Fines and Penalties Coverage for the cost of any fine or penalty imposed under state and federal law, to the extent such fine or penalty is legally insurable. Refer to the Data Defender Coverage Rate Table for sublimits.
- 7. Payment Card Industry (PCI) Fines and Penalties Coverage for the cost of any PCI fine or penalty imposed under contract to which the insured is a party. Refer to the Data Defender Coverage Rate Table for sublimits.

The second section, Defense and Liability coverage, supplements the program by providing coverage for defense and settlement costs in the event that the insured is sued because of a "personal data compromise".

The third section, Identity Recovery (IDR) coverage, provides coverage for Identity Recovery caused by an "identity theft" of an "identity recovery insured" first discovered during the policy period.

Coverage includes Expense Reimbursement and Case Management Service.

#### B. Eligibility

Insured entities are eligible unless they are included in the following ineligible classes: Financial Institutions, Adult Business, Gambling or Gaming, Credit Card or Financial Transaction Processing, Hospitals, Credit Reporting Agencies, Collection Agents and Information/Data Brokers.

### 1. CINCINNATI DATA DEFENDER<sup>™</sup> COVERAGE (Cont'd)

#### C. Coverage Limits

The standard annual aggregate limits of liability are \$50,000 for Response Expenses coverage and a separate \$50,000 for Defense and Liability coverage.

All annual aggregate limits apply with respect to losses first discovered by the insured during any one policy year.

Increased limits of \$100,000, \$250,000, \$500,000, and \$1,000,000 are available for Tiers 1 - 3. A questionnaire is required when limits greater than \$50,000 are requested.

Tier 4 exposures are eligible for increased limits of \$100,000 or \$250,000 based on questionnaire responses.

Tier 5 exposures are eligible for increased limits of \$100,000 based on questionnaire responses.

The Identity Recovery coverage limit is \$25,000 and is subject to the following sublimits:

Lost Wages and Child and Elder Care	\$5,000
Mental Health Counseling	\$1,000
Miscellaneous Unnamed Costs	\$1,000

#### D. Deductible

Refer to the Data Defender Coverage Rate Table for available Response Expenses coverage and Defense and Liability coverage deductibles. The Identity Recovery coverage deductible is \$250.

#### E. Supplemental Extended Reporting Period

Refer to Rule 4.

#### F. Premium Determination

Please refer to the Data Defender Coverage Rate Table. The rate table indicates the applicable premium based on class of business and limit selected. Eligible classes of business are divided into tiers as follows:

#### **Tier 1 Classes**

Businesses whose primary personal information is relative to employees. Examples: Manufacturing, Wholesaling

#### **Tier 2 Classes**

Businesses that keep financial or account number information on individual customers but do not keep customers' Social Security numbers. Examples: Retail, Churches

#### **Tier 3 Classes**

Businesses with customers' Social Security numbers. Examples: Apartments, Health Care, Professional Services

#### Tier 4 Classes

**Educational Institutions** 

#### Tier 5 Classes

**Municipalities** 

## 1. CINCINNATI DATA DEFENDER<sup>™</sup> COVERAGE (Cont'd)

#### G. Data Defender Coverage Rate Table

The premiums below are inseparable annual gross premiums per policy for the limit and deductible option selected. Premiums may be prorated for short or odd term policies.

The premiums are not subject to further modification by the application of any other factors (e.g., package factors, company deviations or IRPM factors), except for an expense modification factor representing our reduced underwriting expense.

The premiums below are subject to a 1.20 factor if the insured indicates they hold more than 25,000 personal records that relate to people with whom they do not have a direct relationship (i.e., people who are not their employees or customers) on their Supplemental Questionnaire for Increased Limits - **HC 002**.

Tiers	Description	Response Expenses Annual Aggregate Limit	Defense and Liability Annual Aggregate Limit	Forensic IT Review Sublimit	Legal Review Sublimit	PR Services	Regulatory Fines and Penalties Sublimit	PCI Fines and Penalties Sublimit	Deductible	Annual Gross Premium
Tier 1	Response Expenses	\$50,000		\$25,000	\$25,000	\$25,000			\$1,000	<mark>\$53</mark>
Tier 1	Defense and Liability		\$50,000				\$25,000	\$25,000	\$1,000	<mark>\$20</mark>
Tier 1	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 1	Total									\$87
Tier 1	Response Expenses	\$100,000		\$50,000	\$50,000	\$50,000			\$1,000	<mark>\$84</mark>
Tier 1	Defense and Liability		\$100,000				\$50,000	\$50,000	\$1,000	<mark>\$35</mark>
Tier 1	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 1	Total									\$133
Tier 1	Response Expenses	\$250,000		\$125,000	\$125,000	\$125,000			\$1,000	<mark>\$135</mark>
Tier 1	Defense and Liability		\$250,000				\$125,000	\$125,000	\$1,000	<mark>\$55</mark>
Tier 1	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 1	Total									\$204
Tier 1	Response Expenses	\$500,000		\$250,000	\$250,000	\$250,000			\$5,000	<mark>\$644</mark>
Tier 1	Defense and Liability		\$500,000				\$250,000	\$250,000	\$5,000	<mark>\$258</mark>
Tier 1	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 1	Total									\$916
Tier 1	Response Expenses	\$1,000,000		\$500,000	\$500,000	\$500,000			\$10,000	<mark>\$909</mark>
Tier 1	Defense and Liability		\$1,000,000				\$500,000	\$500,000	\$10,000	<mark>\$364</mark>
Tier 1	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 1	Total									\$1,287
Tier 2	Response Expenses	\$50,000		\$25,000	\$25,000	\$25,000			\$1,000	<mark>\$92</mark>
Tier 2	Defense and Liability		\$50,000				\$25,000	\$25,000	\$1,000	<mark>\$37</mark>

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CINCINNATI DATA DEFENDER<sup>™</sup> COVERAGE (Cont'd)

Tiers	Description	Response Expenses Annual Aggregate Limit	Defense and Liability Annual Aggregate Limit	Forensic IT Review Sublimit	Legal Review Sublimit	PR Services	Regulatory Fines and Penalties Sublimit	PCI Fines and Penalties Sublimit	Deductible	Annual Gross Premium
Tier 2	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 2	Total									\$143
Tier 2	Response Expenses	\$100,000		\$50,000	\$50,000	\$50,000			\$1,000	<mark>\$142</mark>
Tier 2	Defense and Liability		\$100,000				\$50,000	\$50,000	\$1,000	<mark>\$56</mark>
Tier 2	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 2	Total									\$212
Tier 2	Response Expenses	\$250,000		\$125,000	\$125,000	\$125,000			\$1,000	<mark>\$289</mark>
Tier 2	Defense and Liability		\$250,000				\$125,000	\$125,000	\$1,000	<mark>\$116</mark>
Tier 2	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 2	Total									\$419
Tier 2	Response Expenses	\$500,000		\$250,000	\$250,000	\$250,000			\$5,000	<mark>\$644</mark>
Tier 2	Defense and Liability		\$500,000				\$250,000	\$250,000	\$5,000	<mark>\$258</mark>
Tier 2	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 2	Total									\$916
Tier 2	Response Expenses	\$1,000,000		\$500,000	\$500,000	\$500,000			\$10,000	<mark>\$909</mark>
Tier 2	Defense and Liability		\$1,000,000				\$500,000	\$500,000	\$10,000	<mark>\$364</mark>
Tier 2	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 2	Total									\$1,287
Tier 3	Response Expenses	\$50,000		\$25,000	\$25,000	\$25,000			\$1,000	<mark>\$125</mark>
Tier 3	Defense and Liability		\$50,000				\$25,000	\$25,000	\$1,000	<mark>\$47</mark>
Tier 3	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 3	Total									\$186
Tier 3	Response Expenses	\$100,000		\$50,000	\$50,000	\$50,000			\$1,000	<mark>\$195</mark>
Tier 3	Defense and Liability		\$100,000				\$50,000	\$50,000	\$1,000	<mark>\$76</mark>
Tier 3	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 3	Total					1	T			\$285
Tier 3	Response Expenses	\$250,000		\$125,000	\$125,000	\$125,000			\$1,000	<mark>\$397</mark>
Tier 3	Defense and Liability		\$250,000				\$125,000	\$125,000	\$1,000	<mark>\$160</mark>
Tier 3	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 3	Total									\$571
Tier 3	Response Expenses	\$500,000		\$250,000	\$250,000	\$250,000			\$5,000	<mark>\$644</mark>
Tier 3	Defense		\$500,000				\$250,000	\$250,000	\$5,000	<mark>\$258</mark>

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1.

CINCINNATI DATA DEFENDER<sup>™</sup> COVERAGE (Cont'd)

Tiers	Description	Response Expenses Annual Aggregate Limit	Defense and Liability Annual Aggregate Limit	Forensic IT Review Sublimit	Legal Review Sublimit	PR Services	Regulatory Fines and Penalties Sublimit	PCI Fines and Penalties Sublimit	Deductible	Annual Gross Premium
	and Liability									
Tier 3	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 3	Total									\$916
Tier 3	Response	\$1,000,000		\$500,000	\$500,000	\$500,000			\$10,000	<mark>\$909</mark>
	Expenses									
Tier 3	Defense and Liability		\$1,000,000				\$500,000	\$500,000	\$10,000	<mark>\$364</mark>
Tier 3	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 3	Total	_								\$1,287
Tier 4	Response Expenses	\$50,000		\$25,000	\$25,000	\$25,000			\$1,000	<mark>\$235</mark>
Tier 4	Defense and Liability		\$50,000				\$25,000	\$25,000	\$1,000	<mark>\$93</mark>
Tier 4	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 4	Total									\$342
Tier 4	Response Expenses	\$100,000		\$50,000	\$50,000	\$50,000			\$1,000	<mark>\$364</mark>
Tier 4	Defense and Liability		\$100,000				\$50,000	\$50,000	\$1,000	<mark>\$145</mark>
Tier 4	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 4	Total									\$523
Tier 4	Response Expenses	\$250,000		\$125,000	\$125,000	\$125,000			\$1,000	<mark>\$701</mark>
Tier 4	Defense and Liability		\$250,000				\$125,000	\$125,000	\$1,000	<mark>\$280</mark>
Tier 4	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 4	Total									\$995
Tier 5	Response Expenses	\$50,000		\$25,000	\$25,000	\$25,000			\$1,000	<mark>\$388</mark>
Tier 5	Defense and Liability		\$50,000				\$25,000	\$25,000	\$1,000	<mark>\$157</mark>
Tier 5	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 5	Total	+==,==9							+	\$559
Tier 5	Response Expenses	\$100,000		\$50,000	\$50,000	\$50,000			\$1,000	<mark>\$680</mark>
Tier 5	Defense and Liability		\$100,000				\$50,000	\$50,000	\$1,000	<mark>\$272</mark>
Tier 5	IDR	\$25,000							\$250	<mark>\$14</mark>
Tier 5	Total	+==,000					1		+_00	\$966

These premiums include \$25,000 of Identity Recovery Coverage.

1.

## 2. CINCINNATI NETWORK DEFENDER<sup>™</sup> COVERAGE

## Cincinnati Network Defender<sup>™</sup> Coverage Form - HC 103

A. Description of Coverage (see Coverage Part for exact description, limitations)

The Network Defender Coverage Part is comprised of two coverage components - first party Computer Attack coverage and third party Network Security and Electronic Media Liability coverage.

Computer Attack Coverage consists of the following coverage components:

- 1. Data Restoration Costs Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- 2. Data Re-creation Costs Coverage for the cost of a professional firm hired by the insured to research, re-create and replace lost or corrupted data from non-electronic sources.
- **3.** System Restoration Costs Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- **4.** Loss of Business Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of 50% of the Computer Attack Limit.
- 5. Public Relations Services Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of 50% of the Computer Attack Limit.
- 6. Cyber Extortion provides coverage for the cost of an investigator retained in connection with the extortion threat and coverage for any amount paid by the insured in response to the threat. Subject to a sublimit of \$10,000 when the computer attack limit is \$100,000 and a \$25,000 sublimit when the computer attack limit is \$250,000 or higher. Discovery of the threat must occur during the policy period.

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Network Security and Electronic Media Liability Coverage provides coverage for:

- 1. The breach of third party business information
- 2. The unintended propagation or forwarding of malware
- **3.** The unintended abetting of a denial of service attack
- 4. Enumerated personal injury offenses arising from websites and email

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security and Electronic Media Liability coverage.

The Network Security and Electronic Media Liability limit is separate from that afforded under the Computer Attack coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

The coverage will be defense within the limits.

#### B. Eligibility

Insureds, except those listed below or with any invalid or unknown occupancy codes, are automatically eligible for Network Defender Coverage.

Ineligible classes are as follows:

Financial Institutions, Adult Business, Gambling or Gaming, Credit Card or Financial Transaction Processing, Hospitals, Credit Reporting Agencies, Collection Agents, Information/Data Brokers.

#### C. Coverage Limits

Refer to the Network Defender Coverage Rate Tables for available limits.

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# 2. CINCINNATI NETWORK DEFENDER<sup>™</sup> COVERAGE (Cont'd)

#### D. Deductible

Refer to the Network Defender Coverage Rate Tables for available deductibles.

#### E. Supplemental Extended Reporting Period

Refer to Rule 4.

#### F. Network Defender Coverage Rate Tables

The premiums below are annual gross premiums per policy for the chosen coverage, limit and deductible option. Premiums may be prorated for short or odd term policies.

These premiums are not subject to further modification by the application of any other factors (e.g., package factors, company deviations or IRPM factors), except for an expense modification factor representing our reduced underwriting expense.

#### **Computer Attack Coverage**

Annual Aggregate Limit	Loss of Business Income Sublimit	Public Relations Services Sublimit	Cyber Extortion Sublimit	Deductible (other than Cyber Extortion)	Deductible (Cyber Extortion)	Annual Gross Premium
\$50,000	\$25,000	\$25,000	\$10,000	\$1,000	\$1,000	\$107
\$100,000	\$50,000	\$50,000	\$10,000	\$1,000	\$1,000	\$141
\$250,000	\$125,000	\$125,000	\$25,000	\$2,500	\$1,000	\$251
\$500,000	\$250,000	\$250,000	\$25,000	\$10,000	\$1,000	\$381
\$1,000,000	\$500,000	\$500,000	\$25,000	\$10,000	\$1,000	\$441

#### Network Security and Electronic Media Liability Coverage

Annual Aggregate Limit	Deductible	Annual Gross Premium
\$50,000	\$1,000	\$80
\$100,000	\$1,000	\$101
\$250,000	\$2,500	\$201
\$500,000	\$10,000	\$266
\$1,000,000	\$10,000	\$292

#### 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE

#### Cincinnati Cyber Defense<sup>™</sup> Coverage Form - HC 104

A. Description of Coverage (see Coverage Part for exact description, limitations)

The Cyber Defense coverage is comprised of seven coverage components - Response Expenses, Computer Attack, Cyber Extortion, Identity Recovery, Data Compromise Liability, Network Security Liability and Electronic Media Liability.

**Insuring Agreement A - Response Expenses Coverage** provides coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" or "personally sensitive information" of "affected individuals". "Affected individuals" are any persons whose "personally identifying information" or "personally sensitive information" has been compromised in a "personal data compromise".

Response Expenses Coverage includes the following coverage components:

- 1. Forensic IT Review Coverage for the cost to hire outside computer experts to determine the nature and extent of the breach.
- 2. Legal Review Coverage for the cost to obtain professional legal advice.
- **3.** Notification to Affected Individuals Coverage for reimbursement of expenses associated with the notification of those whose personal information was compromised.
- **4.** Services to Affected Individuals Coverage for the cost of providing services (packet of informational materials, toll-free help line, one year of credit monitoring and identity restoration case management) to affected individuals for 12 months from the date of the notice.
- 5. Public Relations Services Coverage for the cost to implement public relations recommendations of a professional public relations firm. This may include advertising and special promotions designed to retain the relationship with affected individuals.

**Insuring Agreement B - Computer Attack Coverage** provides coverage for specified expenses arising from a "computer attack" on the "computer system".

Computer Attack Coverage consists of the following coverage components:

- 1. Data Restoration Costs Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- 2. Data Re-creation Costs Coverage for the cost of a professional firm hired by the insured to research, re-create and replace lost or corrupted data from non-electronic sources.
- **3.** System Restoration Costs Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- 4. Loss of Business Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place.
- **5.** Public Relations Services Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response.

Discovery of the attack must occur during the policy period.

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

**Insuring Agreement C - Cyber Extortion Coverage** provides coverage for the cost of an investigator retained in connection with the extortion threat and coverage for any amount paid by the insured in response to the threat.

Discovery of the threat must occur during the policy period.

**Insuring Agreement D - Identity Recovery** provides coverage for Identity Recovery caused by an "identity theft" of an "identity recovery insured" first discovered during the policy period.

Coverage includes Expense Reimbursement and Case Management Service.

**Insuring Agreement E - Data Compromise Liability Coverage** supplements Response Expenses Coverage by providing coverage for defense and settlement costs in the event the insured is sued because of a "personal data compromise". Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits. The coverage is available only if Insuring Agreement A is purchased and the Limit of Liability must match that of Insuring Agreement A. Coverage is also included for:

- 1. Regulatory Fines and Penalties Coverage for the cost of any fine or penalty imposed under state or federal law as well as defense expenses, to the extent such fine or penalty is legally insurable.
- 2. Payment Card Industry Fines and Penalties Coverage for the cost of any PCI fine or penalty imposed under contract to which the insured is a party.

**Insuring Agreement F - Network Security Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured because of a "network security incident".

A "network security incident" may be:

- 1. The breach of third party business information
- 2. The unintended propagation or forwarding of malware
- 3. The unintended abetting of a denial of service attack
- 4. The inability of an authorized third party user to access the insured's computer system

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

**Insuring Agreement G - Electronic Media Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured alleging that the insured's electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark.

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

#### B. Eligibility

Insured entities are eligible if they are in an approved state and an eligible class of business. Ineligible classes include Adult Business and Gambling or Gaming.

# C. Coverage Limits and Sublimits

Refer to the Cyber Defense Rate Tables for available limits and sublimits by insuring agreement. The aggregate limit applicable to the policy will be equal to highest chosen insuring agreement limit.

#### D. Deductible

Refer to the Cyber Defense Rate Tables for available deductibles.

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

#### E. Supplemental Extended Reporting Period

Refer to Rule 4.

#### F. Premium Determination

Please refer to the Cyber Defense Rate Tables.

#### G. Cyber Defense Rate Tables

The premiums below are annual gross premiums per policy for the indicated bundles of coverage elements. Premiums may be prorated for short or odd term policies.

Cyber Defense policies will be priced based on the base rates by revenue band set forth below. The base rate will then be modified by a series of factors taking into account limit, deductible, industry hazard class and characteristics of the individual risk.

These premiums are not subject to further modification by the application of any other factors not shown in these tables (e.g., package factors, company deviations or IRPM factors), except for an expense modification factor representing our reduced underwriting expense.

#### 1. Premium Calculation for Insuring Agreements A & D

#### a. Base Rates by Annual Revenue

#### Select base rate

	Annual Gross Base
Annual Revenue	Premiums
<mark>\$0-10,000,000</mark>	<mark>\$990</mark>
<mark>\$10,000,001-20,000,000</mark>	<mark>\$1,342</mark>
<b>\$20,000,001-50,000,000</b>	<mark>\$1,804</mark>
<mark>\$50,000,001-100,000,000</mark>	<mark>\$2,686</mark>
<mark>\$100,000,001-150,000,000</mark>	<mark>\$3,580</mark>
<mark>\$150,000,001-200,000,000</mark>	<mark>\$4,472</mark>

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# b. Increased Limits by Industry Hazard Factors

Each candidate for the Cyber Defense coverage will be placed into one of 6 hazard classes based upon the insured's occupancy code. Each class will be assigned a factor which, in turn, will be used to modify the base rate.

Eligible classes of business are divided into hazard classes as follows:

Hazard Class 1 Classes

Businesses whose primary personal information is relative to employees.

Examples: Manufacturing, Wholesaling

# Hazard Class 2 Classes

Businesses that keep financial or account number information on individual customers but do not keep customers' Social Security numbers.

Examples: Retail, Churches

Hazard Class 3 Classes

Businesses with customers' Social Security numbers.

Examples: Apartments, Health Care, Professional Services

Hazard Class 4 Classes

Schools, Colleges, Universities and Financial Institutions

Hazard Class 5 Classes

**Municipalities** 

Hazard Class 6 Classes

Hospitals and Nursing Homes

Coverage A	Hazard	
Limit	<b>Class</b>	<b>Factor</b>
<mark>\$500,000</mark>	<mark>1</mark>	<mark>0.60</mark>
<mark>\$1,000,000</mark>	<mark>1</mark>	<mark>0.80</mark>
<mark>\$2,000,000</mark>	<mark>1</mark>	<mark>1.13</mark>
<mark>\$3,000,000</mark>	<mark>1</mark>	<mark>1.45</mark>
<mark>\$4,000,000</mark>	<mark>1</mark>	<mark>1.79</mark>
<mark>\$5,000,000</mark>	<mark>1</mark>	<mark>2.15</mark>
<mark>\$6,000,000</mark>	<mark>1</mark>	<mark>2.57</mark>
<mark>\$7,000,000</mark>	<mark>1</mark>	<mark>3.00</mark>
<mark>\$8,000,000</mark>	<mark>1</mark>	<mark>3.48</mark>
<mark>\$9,000,000</mark>	<mark>1</mark>	<mark>3.95</mark>
<mark>\$10,000,000</mark>	<mark>1</mark>	<mark>4.42</mark>
<mark>\$500,000</mark>	<mark>2</mark>	<mark>0.68</mark>
<mark>\$1,000,000</mark>	<mark>2</mark>	<mark>1.00</mark>
<mark>\$2,000,000</mark>	<mark>2</mark>	<mark>1.40</mark>
<mark>\$3,000,000</mark>	<mark>2</mark>	<mark>1.81</mark>
<mark>\$4,000,000</mark>	<mark>2</mark>	<mark>2.24</mark>
<mark>\$5,000,000</mark>	<mark>2</mark>	<mark>2.69</mark>
<mark>\$6,000,000</mark>	<mark>2</mark>	<mark>3.20</mark>
<mark>\$7,000,000</mark>	<mark>2</mark>	<mark>3.74</mark>
<mark>\$8,000,000</mark>	<mark>2</mark>	<mark>4.34</mark>
<mark>\$9,000,000</mark>	2	<mark>4.92</mark>
<mark>\$10,000,000</mark>	<mark>2</mark>	<mark>5.49</mark>
<mark>\$500,000</mark>	<mark>3</mark>	<mark>0.94</mark>

Coverage A Hazard

Coverage A	Hazard	
Limit	<b>Class</b>	<b>Factor</b>
<mark>\$1,000,000</mark>	<mark>3</mark>	<mark>1.46</mark>
<mark>\$2,000,000</mark>	<mark>3</mark>	<mark>2.10</mark>
<mark>\$3,000,000</mark>	<mark>3</mark>	<mark>2.72</mark>
<mark>\$4,000,000</mark>	<mark>3</mark>	<mark>3.34</mark>
<mark>\$5,000,000</mark>	<mark>3</mark>	<mark>4.04</mark>
<mark>\$6,000,000</mark>	<mark>3</mark>	<mark>4.80</mark>
<mark>\$7,000,000</mark>	<mark>3</mark>	<mark>5.62</mark>
<mark>\$8,000,000</mark>	<mark>3</mark>	<mark>6.50</mark>
<mark>\$9,000,000</mark>	<mark>3</mark>	<mark>7.38</mark>
<mark>\$10,000,000</mark>	<mark>3</mark>	<mark>8.24</mark>
<mark>\$500,000</mark>	<mark>4</mark>	<mark>1.38</mark>
<mark>\$1,000,000</mark>	<mark>4</mark>	<mark>1.91</mark>
<mark>\$2,000,000</mark>	<mark>4</mark>	<mark>2.65</mark>
<mark>\$3,000,000</mark>	<mark>4</mark>	<mark>3.44</mark>
<mark>\$4,000,000</mark>	<mark>4</mark>	<mark>4.23</mark>
<mark>\$5,000,000</mark>	<mark>4</mark>	<mark>5.10</mark>
<mark>\$6,000,000</mark>	<mark>4</mark>	<mark>6.06</mark>
<mark>\$7,000,000</mark>	<mark>4</mark>	<mark>7.10</mark>
<mark>\$8,000,000</mark>	<mark>4</mark>	<mark>8.21</mark>
<mark>\$9,000,000</mark>	<mark>4</mark>	<mark>9.31</mark>
<mark>\$10,000,000</mark>	<mark>4</mark>	<mark>10.42</mark>
<mark>\$500,000</mark>	<mark>5</mark>	<mark>3.16</mark>
<mark>\$1,000,000</mark>	<mark>5</mark>	<mark>5.37</mark>

Coverage A	<b>Hazard</b>		
Limit	Class	<b>Factor</b>	
<mark>\$2,000,000</mark>	<mark>5</mark>	<mark>7.95</mark>	
<mark>\$3,000,000</mark>	<mark>5</mark>	<mark>9.61</mark>	
<mark>\$4,000,000</mark>	<mark>5</mark>	<mark>10.89</mark>	
<mark>\$5,000,000</mark>	<mark>5</mark>	<mark>13.13</mark>	
<mark>\$6,000,000</mark>	<mark>5</mark>	<mark>15.61</mark>	
<mark>\$7,000,000</mark>	<mark>5</mark>	<mark>18.30</mark>	
<mark>\$8,000,000</mark>	<mark>5</mark>	<mark>21.17</mark>	
<mark>\$9,000,000</mark>	<mark>5</mark>	<mark>24.02</mark>	
<mark>\$10,000,000</mark>	<mark>5</mark>	<mark>26.84</mark>	
<mark>\$500,000</mark>	<mark>6</mark>	<mark>6.32</mark>	
<mark>\$1,000,000</mark>	<mark>6</mark>	<mark>10.74</mark>	
<mark>\$2,000,000</mark>	<mark>6</mark>	<mark>15.91</mark>	
<mark>\$3,000,000</mark>	<mark>6</mark>	<mark>19.22</mark>	
<mark>\$4,000,000</mark>	<mark>6</mark>	<mark>21.77</mark>	
<mark>\$5,000,000</mark>	<mark>6</mark>	<mark>26.28</mark>	
<mark>\$6,000,000</mark>	<mark>6</mark>	<mark>31.25</mark>	
<mark>\$7,000,000</mark>	<mark>6</mark>	<mark>36.62</mark>	
<mark>\$8,000,000</mark>	<mark>6</mark>	<mark>42.32</mark>	
<mark>\$9,000,000</mark>	<mark>6</mark>	<mark>48.02</mark>	
<mark>\$10,000,000</mark>	<mark>6</mark>	<mark>53.69</mark>	

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# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# Hazard Class 6 Risk Modifiers

Each Hospital and Nursing Home candidate for the Response Expenses coverage will be further modified based upon number of beds. The following factors apply to the Hazard Class 6 factors in the table above.

#### Nursing Homes

Number of Beds	Modifier
<mark>0 to 250</mark>	<mark>0.25</mark>
251 to 500	<mark>0.50</mark>
501 and Greater	<mark>1.00</mark>

#### Hospitals

Number of Beds	Modifier	
<mark>0 to 40</mark>	<mark>0.50</mark>	
<mark>41 to 160</mark>	<mark>0.80</mark>	
161 and Greater	<mark>1.00</mark>	

c. When a Response Expenses Annual Aggregate Limit is chosen, the following limits and sublimits apply:

The Identity Recovery coverage limit of \$25,000 is subject to the following sublimits:

CIL-3.5

Lost Wages and Child and Elder Care	\$5,000
Mental Health Counseling	\$1,000
Miscellaneous Unnamed Costs	\$1,000

d. Reserved for Future Use

3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

e. Reserved for Future Use

3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

f. Reserved for Future Use

#### 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# g. Unrelated Records Factor

If the Applicant enters a number of records greater than 100,000 in response to the Data Held by Applicant/Unique Records/Other People (not employees or customers) question of the application, the modified base rate will be further multiplied by the factor calculated by multiplying the number of records entered in response to the question by 0.00001.

#### h. Deductible Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the Response Expenses deductible sought by the applicant.

<b>Deductible</b>	Factor
<mark>\$10,000</mark>	<mark>1.00</mark>
<mark>\$25,000</mark>	<mark>0.88</mark>
<mark>\$50,000</mark>	<mark>0.78</mark>
<mark>\$100,000</mark>	<mark>0.66</mark>
<mark>\$250,000</mark>	<mark>0.59</mark>

If a deductible within the parameters of the table but not shown in the table is desired, linear interpolation may be used to determine the appropriate factor for the desired deductible.

#### i. Individual Risk Modifier

Refer to Rule 3.G.6.

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# 2. Premium Calculation for Insuring Agreements B & C

#### a. Base Rates by Annual Revenue

#### Select base rate

Annual Revenue	Annual Gross Base Premium	
<mark>\$0-10,000,000</mark>	<mark>\$898</mark>	
<mark>\$10,000,001-20,000,000</mark>	<mark>\$1,225</mark>	
<mark>\$20,000,001-50,000,000</mark>	<mark>\$1,647</mark>	
<b>\$50,000,001-100,000,000</b>	<mark>\$2,450</mark>	
<b>\$100,000,001-150,000,000</b>	<mark>\$3,267</mark>	
<mark>\$150,000,001-200,000,000</mark>	<mark>\$4,083</mark>	

#### b. Industry Hazard Factors

Each candidate for the Cyber Defense coverage will be placed into one of two hazard classes based upon the insured's occupancy code. Each class will be assigned a factor which, in turn, will be used to modify the base rate.

Eligible classes of business are divided into hazard classes as follows:

#### Low Risk

All occupancies other than Defense, Financial Institutions and Utilities & Energy

#### High Risk

Defense, Financial Institutions and Utilities & Energy

Hazard Class	Factor
Low	<mark>1.00</mark>
<mark>High</mark>	<mark>2.17</mark>

#### c. Third Party System Factors

The modified base rate will be further multiplied by the factor from the table below which represents the aggregate risk level assessed for all third party systems, as a group, subject to the definition of "computer system".

Third Party Systems Risk	Factor
Low	<mark>1.20</mark>
High High	<mark>1.40</mark>

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# d. Increased Limit Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the limit sought by the candidate.

Annual Aggregate Limit	Factor
<mark>\$500,000</mark>	<mark>0.60</mark>
<mark>\$1,000,000</mark>	<mark>1.00</mark>
<mark>\$2,000,000</mark>	<mark>1.23</mark>
<mark>\$3,000,000</mark>	<mark>1.41</mark>
<mark>\$4,000,000</mark>	<mark>1.59</mark>
<mark>\$5,000,000</mark>	<mark>1.78</mark>
<mark>\$6,000,000</mark>	<mark>1.99</mark>
<mark>\$7,000,000</mark>	<mark>2.21</mark>
<mark>\$8,000,000</mark>	<mark>2.46</mark>
<mark>\$9,000,000</mark>	<mark>2.73</mark>
<b>\$10,000,000</b>	<mark>3.01</mark>

#### Cyber Extortion Increased Limit Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the Cyber Extortion limit sought by the candidate.

Cyber Extortion Limit	Cyber Extortion Factor
<mark>\$100,000</mark>	<mark>1.00</mark>
<mark>\$200,000</mark>	<mark>1.01</mark>
<mark>\$300,000</mark>	<mark>1.02</mark>
<mark>\$400,000</mark>	<mark>1.03</mark>
<mark>\$500,000</mark>	<mark>1.04</mark>
<mark>\$600,000</mark>	<mark>1.05</mark>
<mark>\$700,000</mark>	<mark>1.06</mark>
<mark>\$800,000</mark>	<mark>1.07</mark>
<mark>\$900,000</mark>	<mark>1.09</mark>
<mark>\$1,000,000</mark>	<mark>1.10</mark>
<mark>\$2,000,000</mark>	<mark>1.11</mark>
<mark>\$3,000,000</mark>	<mark>1.12</mark>
<mark>\$4,000,000</mark>	<mark>1.13</mark>
<mark>\$5,000,000</mark>	<mark>1.14</mark>

3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

**RESERVED FOR FUTURE USE** 

3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

**RESERVED FOR FUTURE USE** 

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

#### e. Deductible Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the deductible sought by the candidate.

<b>Deductible</b>	<b>Factor</b>
<mark>\$10,000</mark>	<mark>1.00</mark>
<mark>\$25,000</mark>	<mark>0.88</mark>
<mark>\$50,000</mark>	<mark>0.78</mark>
<mark>\$100,000</mark>	<mark>0.66</mark>
<mark>\$250,000</mark>	<mark>0.59</mark>

If a deductible within the parameters of the table but not shown in the table is desired, linear interpolation may be used to determine the appropriate factor for the desired deductible.

#### f. Individual Risk Modifier

Refer to Rule 3.G.6.

#### 3. Premium Calculation for Insuring Agreement E

#### a. Base Rates by Annual Revenue

#### Select base rate

Annual Revenue	Annual Gross Base Premium
<mark>\$0-10,000,000</mark>	<mark>\$591</mark>
<b>\$10,000,001-20,000,000</b>	<mark>\$802</mark>
\$20,000,001-50,000,000	<mark>\$1,077</mark>
<b>\$50,000,001-100,000,000</b>	<mark>\$1,605</mark>
<b>\$100,000,001-150,000,000</b>	<mark>\$2,138</mark>
<b>\$150,000,001-200,000,000</b>	<mark>\$2,671</mark>

#### 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# b. Increased Limits by Industry Hazard Factors

Each candidate for the Cyber Defense coverage will be placed into one of 6 hazard classes based upon the insured's occupancy code. Each class will be assigned a factor which, in turn, will be used to modify the base rate.

Eligible classes of business are divided into hazard classes as follows:

Hazard Class 1 Classes

Businesses whose primary personal information is relative to employees. Examples: Manufacturing, Wholesaling

#### Hazard Class 2 Classes

Businesses that keep financial or account number information on individual customers but do not keep customers' Social Security numbers. Examples: Retail, Churches

#### Hazard Class 3 Classes

Businesses with customers' Social Security numbers. Examples: Apartments, Health Care, Professional Services

Hazard Class 4 Classes

Schools, Colleges, Universities and Financial Institutions

Hazard Class 5 Classes Municipalities

# Hazard Class 6 Classes

Hospitals and Nursing Homes

Annual Aggregate Limit	Hazard Class	Factor	Annual Aggregate Limit	Hazard Class	Factor	Annual Aggregate Limit	Hazard Class	Factor
<b>\$500,000</b>	1	<mark>0.70</mark>	<b>\$1,000,000</b>	<mark>3</mark>	<mark>1.46</mark>	<b>\$2,000,000</b>	<mark>5</mark>	<mark>6.36</mark>
\$1,000,000	<mark>1</mark>	<mark>0.80</mark>	\$2,000,000	<mark>3</mark>	<mark>1.68</mark>	\$3,000,000	<mark>5</mark>	<mark>6.54</mark>
\$2,000,000	<mark>1</mark>	<mark>0.90</mark>	<mark>\$3,000,000</mark>	<mark>3</mark>	<mark>1.85</mark>	<mark>\$4,000,000</mark>	<mark>5</mark>	<mark>6.62</mark>
<mark>\$3,000,000</mark>	<mark>1</mark>	<mark>0.99</mark>	<mark>\$4,000,000</mark>	<mark>3</mark>	<mark>2.03</mark>	<mark>\$5,000,000</mark>	<mark>5</mark>	<mark>7.28</mark>
<mark>\$4,000,000</mark>	<mark>1</mark>	<mark>1.09</mark>	<mark>\$5,000,000</mark>	<mark>3</mark>	<mark>2.24</mark>	<mark>\$6,000,000</mark>	<mark>5</mark>	<mark>8.01</mark>
<mark>\$5,000,000</mark>	<mark>1</mark>	<mark>1.20</mark>	<mark>\$6,000,000</mark>	<mark>3</mark>	<mark>2.46</mark>	<mark>\$7,000,000</mark>	<mark>5</mark>	<mark>8.81</mark>
<mark>\$6,000,000</mark>	<mark>1</mark>	<mark>1.32</mark>	<mark>\$7,000,000</mark>	<mark>3</mark>	<mark>2.71</mark>	<mark>\$8,000,000</mark>	<mark>5</mark>	<mark>9.69</mark>
<mark>\$7,000,000</mark>	<mark>1</mark>	<mark>1.45</mark>	<mark>\$8,000,000</mark>	<mark>3</mark>	<mark>2.98</mark>	<mark>\$9,000,000</mark>	<mark>5</mark>	<mark>10.66</mark>
<mark>\$8,000,000</mark>	<mark>1</mark>	<mark>1.59</mark>	<mark>\$9,000,000</mark>	<mark>3</mark>	<mark>3.27</mark>	<mark>\$10,000,000</mark>	<mark>5</mark>	<mark>11.73</mark>
<mark>\$9,000,000</mark>	<mark>1</mark>	<mark>1.75</mark>	<mark>\$10,000,000</mark>	<mark>3</mark>	<mark>3.60</mark>	<mark>\$500,000</mark>	<mark>6</mark>	<mark>7.44</mark>
<mark>\$10,000,000</mark>	<mark>1</mark>	<mark>1.93</mark>	<mark>\$500,000</mark>	<mark>4</mark>	<mark>1.62</mark>	<mark>\$1,000,000</mark>	<mark>6</mark>	<mark>10.74</mark>
<mark>\$500,000</mark>	<mark>2</mark>	<mark>0.72</mark>	<mark>\$1,000,000</mark>	<mark>4</mark>	<mark>1.91</mark>	<mark>\$2,000,000</mark>	<mark>6</mark>	<mark>12.72</mark>
<mark>\$1,000,000</mark>	<mark>2</mark>	<mark>1.00</mark>	<mark>\$2,000,000</mark>	<mark>4</mark>	<mark>2.12</mark>	<mark>\$3,000,000</mark>	<mark>6</mark>	<mark>13.08</mark>
<mark>\$2,000,000</mark>	<mark>2</mark>	<mark>1.12</mark>	<mark>\$3,000,000</mark>	<mark>4</mark>	<mark>2.34</mark>	<mark>\$4,000,000</mark>	<mark>6</mark>	<mark>13.24</mark>
<mark>\$3,000,000</mark>	<mark>2</mark>	<mark>1.23</mark>	<mark>\$4,000,000</mark>	<mark>4</mark>	<mark>2.57</mark>	<mark>\$5,000,000</mark>	<mark>6</mark>	<mark>14.56</mark>
<mark>\$4,000,000</mark>	<mark>2</mark>	<mark>1.36</mark>	<mark>\$5,000,000</mark>	<mark>4</mark>	<mark>2.83</mark>	<mark>\$6,000,000</mark>	<mark>6</mark>	<mark>16.02</mark>
<mark>\$5,000,000</mark>	<mark>2</mark>	<mark>1.49</mark>	<mark>\$6,000,000</mark>	<mark>4</mark>	<mark>3.11</mark>	<mark>\$7,000,000</mark>	<mark>6</mark>	<mark>17.62</mark>
<mark>\$6,000,000</mark>	<mark>2</mark>	<mark>1.64</mark>	<mark>\$7,000,000</mark>	<mark>4</mark>	<mark>3.42</mark>	<mark>\$8,000,000</mark>	<mark>6</mark>	<mark>19.38</mark>
<mark>\$7,000,000</mark>	<mark>2</mark>	<mark>1.80</mark>	<mark>\$8,000,000</mark>	<mark>4</mark>	<mark>3.76</mark>	<mark>\$9,000,000</mark>	<mark>6</mark>	<mark>21.32</mark>
<mark>\$8,000,000</mark>	<mark>2</mark>	<mark>1.98</mark>	<mark>\$9,000,000</mark>	<mark>4</mark>	<mark>4.14</mark>	<mark>\$10,000,000</mark>	<mark>6</mark>	<mark>23.46</mark>
<mark>\$9,000,000</mark>	<mark>2</mark>	<mark>2.18</mark>	<mark>\$10,000,000</mark>	<mark>4</mark>	<mark>4.55</mark>			
<mark>\$10,000,000</mark>	<mark>2</mark>	<mark>2.40</mark>	<mark>\$500,000</mark>	<mark>5</mark>	<mark>3.72</mark>			
<mark>\$500,000</mark>	<mark>3</mark>	<mark>1.03</mark>	<mark>\$1,000,000</mark>	<mark>5</mark>	<mark>5.37</mark>			

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# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

#### Hazard Class 6 Risk Modifiers

Each Hospital and Nursing Home candidate for the Response Expenses coverage will be further modified based upon number of beds. The following factors apply to the Hazard Class 6 factors in the table above.

#### Nursing Homes

Number of Beds	<b>Modifier</b>
<mark>0 to 250</mark>	<mark>0.25</mark>
<mark>251 to 500</mark>	<mark>0.50</mark>
501 and Greater	<mark>1.00</mark>

#### **Hospitals**

Number of Beds	<b>Modifier</b>		
<mark>0 to 40</mark>	<mark>0.50</mark>		
<mark>41 to 160</mark>	<mark>0.80</mark>		
161 and Greater	<mark>1.00</mark>		

# c. Unrelated Records Factor

If the Applicant enters a number of records greater than 100,000 in response to the Data Held by Applicant/Unique Records/Other People (not employees or customers) question of the application, the modified base rate will be further multiplied by the factor calculated by multiplying the number of records entered in response to the question by 0.00001.

#### d. Deductible Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the deductible sought by the candidate.

<b>Deducitble</b>	Factor
<mark>\$10,000</mark>	<mark>1.00</mark>
<mark>\$25,000</mark>	<mark>0.88</mark>
<mark>\$50,000</mark>	<mark>0.78</mark>
<mark>\$100,000</mark>	<mark>0.66</mark>
<mark>\$250,000</mark>	<mark>0.59</mark>

If a deductible within the parameters of the table but not shown in the table is desired, linear interpolation may be used to determine the appropriate factor for the desired deductible.

#### e. Claims-Made Factors

Refer to Rule 3.G.5.

f. Individual Risk Modifier

Refer to Rule 3.G.6.

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# 4. Premium Calculation for Insuring Agreements F & G

#### a. Base Rates by Annual Revenue

#### Select base rate

Annual Revenue	Annual Gross Base Premium
<mark>\$0-10,000,000</mark>	<mark>\$789</mark>
<mark>\$10,000,001-20,000,000</mark>	<mark>\$1,076</mark>
<b>\$20,000,001-50,000,000</b>	<mark>\$1,447</mark>
<mark>\$50,000,001-100,000,000</mark>	<mark>\$2,152</mark>
<b>\$100,000,001-150,000,000</b>	<mark>\$2,869</mark>
<mark>\$150,000,001-200,000,000</mark>	<mark>\$3,586</mark>

# b. Industry Hazard Factors

Each candidate for the Cyber Defense coverage will be placed into one of two hazard classes based upon the insured's occupancy code. Each class will be assigned a factor which, in turn, will be used to modify the base rate.

Eligible classes of business are divided into hazard classes as follows:

#### Low Risk

All occupancies other than Defense, Financial Institutions and Utilities & Energy

#### <mark>High Risk</mark>

Defense, Financial Institutions and Utilities & Energy

Hazard Class	<b>Factor</b>	
Low	<mark>1.00</mark>	
High	<mark>2.17</mark>	

#### 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# c. Third Party System Factors

The modified base rate will be further multiplied by the factor from the table below which represents the aggregate risk level assessed for all third party systems, as a group, subject to the definition of "computer system".

Third Party Systems Risk	Factor	
Low	<mark>1.20</mark>	
<mark>High</mark>	<mark>1.40</mark>	

#### d. Increased Limit Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the limit sought by the candidate.

Annual Aggregate Limit	Factor
<mark>\$500,000</mark>	<mark>0.78</mark>
<mark>\$1,000,000</mark>	<mark>1.00</mark>
<mark>\$2,000,000</mark>	<mark>1.08</mark>
<mark>\$3,000,000</mark>	<mark>1.18</mark>
<mark>\$4,000,000</mark>	<mark>1.28</mark>
<mark>\$5,000,000</mark>	<mark>1.39</mark>
<mark>\$6,000,000</mark>	<mark>1.46</mark>
<mark>\$7,000,000</mark>	<mark>1.54</mark>
<mark>\$8,000,000</mark>	<mark>1.62</mark>
<mark>\$9,000,000</mark>	<mark>1.70</mark>
<mark>\$10,000,000</mark>	<mark>1.79</mark>

# Electronic Media Liability Increased Limit Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the Electronic Media Liability limit sought by the candidate.

Limit	Factor
<mark>\$100,000</mark>	<mark>1.00</mark>
<mark>\$200,000</mark>	<mark>1.04</mark>
<mark>\$300,000</mark>	<mark>1.07</mark>
<mark>\$400,000</mark>	<mark>1.08</mark>
<mark>\$500,000</mark>	<mark>1.10</mark>
<mark>\$600,000</mark>	<mark>1.11</mark>
<mark>\$700,000</mark>	<mark>1.12</mark>
<mark>\$800,000</mark>	<mark>1.14</mark>
<mark>\$900,000</mark>	<mark>1.15</mark>
<mark>\$1,000,000</mark>	<mark>1.17</mark>

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# e. Deductible Factors

The modified base rate will be further multiplied by the factor from the table below which corresponds to the deductible sought by the candidate.

<b>Deductible</b>	Factor
<mark>\$10,000</mark>	<mark>1.00</mark>
<mark>\$25,000</mark>	<mark>0.88</mark>
<mark>\$50,000</mark>	<mark>0.78</mark>
<mark>\$100,000</mark>	<mark>0.66</mark>
<mark>\$250,000</mark>	<mark>0.59</mark>

If a deductible within the parameters of the table but not shown in the table is desired, linear interpolation may be used to determine the appropriate factor for the desired deductible.

f. Claims-Made Factors

Refer to Rule 3.G.5.

g. Individual Risk Modifier

Refer to Rule 3.G.6.

#### 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

# 5. Claims-Made Factors for Insuring Agreements E, F and G

The base rate assumes full prior acts. If a retroactive date will be used, the modified base rate will be further multiplied by the factor from the table below which corresponds to the claims-made period sought by the candidate. If the claims-made period equals or exceeds 3 years, or if no retroactive date will be used, select the "3 or more" factor.

<b>Years</b>	Factor	
<mark>1</mark>	<mark>0.85</mark>	
<mark>2</mark>	<mark>0.90</mark>	
<mark>3 or more</mark>	<mark>1.00</mark>	

#### 6. Rating Modifications

The modified base rate will be further modified by the application of a factor based on the individual risk characteristics of the candidate for coverage. The individual risk modifier will be an aggregate factor calculated based on the candidate's response to application questions and will be calculated by multiplying the credit or debit for each listed criteria by the credit or debit for each of the other criterion. The aggregate Individual Risk Modification factor may not be lower than 0.76 or greater than 1.25.

Risks that have a mixture of low, moderate, and high characteristics within any one Risk Modification category shall receive a factor of 1.0.

Individual Risk Modification	Characteristics	Criteria	Factor
Complexity of Insured's Operation	Number of Operating Entities, Online Commercial Activity Operating History	Single operating entity: \$600,000:1 or greater revenue to employee ratio; More than 5 years of operating history.	0.90
Complexity of Insured's Operation	Number of Operating Entities, Online Commercial Activity, Operating History	More than 1, but fewer than 5 legal entities; Revenue to employee ratio between \$600,000:1 and \$400,000:1; 2 to 5 years of operating history.	<mark>1.00</mark>
Complexity of Insured's Operation	Number of Operating Entities, Online Commercial Activity, Operating History	5 or more legal entities; \$400,000:1 or lower revenue to employee ratio; less than 2 years of operating history,	<mark>1.10</mark>
Kind and Quantity of Data Held	Type of Data and Volume of Data Held	No credit card/debit card, financial/banking or medical information stored; Social security numbers of employees only.	<mark>0.90</mark>
Kind and Quantity of Data Held	Type of Data and Volume of Data Held	Customer credit card/debit card and financial/banking records stored: Social security numbers of employees only; Fewer than 30,000 total unique records.	<mark>1.00</mark>
Kind and Quantity of Data Heid	Type of Data and Volume of Data Held	Medical information or social security numbers of non-employees stored; In excess of 30,000 unique records.	<mark>1.10</mark>
Relationships with Third Parties	Storage of Data with and Use of Third Parties	No information stored for third parties, Functions outsourced only to third parties with Risk Tier 1 characteristics.	<mark>0.90</mark>
Relationships with Third Parties	Storage of Data with and Use of Third Parties	No information stored for third parties; No functions outsourced.	<mark>1.00</mark>
Relationships with Third	Storage of Data with and Use of Third	Information stored for third parties; Functions outsourced.	<mark>1.10</mark>

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# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

Individual Risk Modification	Characteristics	Criteria	Factor
Parties Internal Policies and Compliance with Standards	Parties Existence of and Compliance with Policies and Standards	No more than one 'No' answers to the following: A written corporate-wide privacy policy exists. A document retention and destruction policy exists. There is a formal information security policy applicable to all business units. These policies and procedures are published and distributed to employees. Computer use policies are developed through a centralized department. Corporate standards are developed and implemented for critical network functions. There is a written program to manage IT assets and sensitive data.	0.90
Internal Policies and Compliance with Standards	Existence of and Compliance with Policies and Standards	No more than three 'No' answers to the items above.	<mark>1.00</mark>
Internal Policies and Compliance with Standards	Existence of and Compliance with Policies and Standards	Four or more 'No' answers to the items above,	<mark>1.10</mark>
Encryption	Degree of Encryption in Place	Encryption of data in transit and data at rest	<mark>0.90</mark>
Encryption	Degree of Encryption in Place	Encryption of email and data at rest	1.00
Encryption	Degree of Encryption in Place	Either no encryption of email or no encryption of data at rest	<mark>1.10</mark>
System Security Budget	Allocation and Aggregate Amount of IT Security Budget	Aggregate Security budget at least 1.0% of prior year gross revenue.	<mark>0.90</mark>
System Security Budget	Allocation and Aggregate Amount of IT Security Budget	Aggregate Security budget at least 0.3% of prior year gross revenue.	<mark>1.00</mark>
System Security Budget	Allocation and Aggregate Amount of IT Security Budget	Aggregate Security budget less than 0.3% of prior year gross revenue.	<mark>1.10</mark>
Management of Privacy Exposures	Strength of Privacy Controls	Applicant has designated a Chief Privacy Officer; IT systems are configured to ensure access to sensitive data is limited to authorized requests; Sensitive data is permanently removed from hard drives and other storage media before equipment is discarded, sold or otherwise leaves the Applicant's possession.	0.90
Management of Privacy Exposures	Strength of Privacy Controls	Applicant has designated a Chief Privacy Officer; Either IT systems are configured to ensure access to sensitive data is limited to authorized requests or Sensitive data is permanently removed from hard drives and other storage media before equipment is discarded, sold or otherwise leaves the Applicant's possession.	<mark>1.00</mark>
Management of Privacy Exposures	Strength of Privacy Controls	Applicant has not designated a Chief Privacy Officer; IT systems are not configured to ensure access to sensitive data is limited to authorized requests; Sensitive data is not permanently removed from hard drives and other storage media.	1.10
Computer System Controls	Management of and Standards for Computer System Security	Designated a Chief Information Security Officer (or similar equivalent position) as respects computer systems; Written security patch management process exists with automatic notice implemented in 30 days or less; Either no wireless networks are deployed or all wireless access points to the network are encrypted with WPAIWPA2 or more recent standards; Remote access to IT systems secured by VPN or equivalent with two factor	0.90

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# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

Individual Risk		Criteria
Modification	Characteristics	authentication; All users issued unique passwords required to change 90 days or more frequently; Firewall configured to filter inbound and outbound traffic and prevent connections to unauthorized third party web sites; Anti-virus, anti-spyware and anti-malware software is installed.
Computer System Controls	Management of and Standards for Computer System Security	Designated a Chief Information Security Officer (or similar equivalent position) as respects computer systems; Written security patch management process exists with automatic notice implemented in more than 30 days; Either no wireless networks are deployed or all wireless access points to the network are encrypted with WPAIWPA2 or more recent standards; Remote access to 11 systems secured by VPN or equivalent with two factor authentication; All users issued unique passwords required to change 90 days or more frequently; Firewall configured to filter inbound and outbound traffic and prevent connections to unauthorized third party web sites; Anti-virus, anti-spyware and anti-malware software is installed.
Computer System Controls	Management of and Standards for Computer System Security	No Chief Information Security Officer (or similar equivalent 1.10 position) as respects computer systems; No written security patch management process exists; Either wireless networks are deployed or all wireless access points to the network are not encrypted with WPAIWPA2 or more recent standards; Remote access to IT systems not secured by VPN or equivalent with two factor authentication; All users not issued unique passwords and are not required to change 90 days or more frequently; Firewall not configured to filter inbound and outbound traffic and prevent connections to unauthorized third party web sites; Anti-virus, anti- spyware and anti-malware software is not installed.
Employees and Physical Security	Training, Background Checks, Restricted Access	Awareness training provided for employees in data privacy and security, including legal liability issues and social engineering Issues; Criminal history record checks completed for all prospective employees; Credit checks completed for all prospective employees for positions that handle financial information or non-public personal information; Criminal and credit history screened for contractors, vendors, temporary employees and part-time employees; Process in place to delete systems access after employee , temporary employee, contractor or vendor termination; Access to equipment (such as servers, workstations and storage media including paper records containing sensitive information) physically protected in areas open to employees only; Employee access restricted for personally identifiable information on a business-need to know basis.
Employees and Physical Security	Training, Background Checks, Restricted Access	Awareness training provided for employees in data privacy and security, including legal liability issues and social engineering issues or Credit checks completed for all prospective employees for positions that handle financial information or non-public personal information or Criminal and credit history screened for contractors, vendors, temporary employees and part-time employees; Criminal history record checks completed for all prospective employees; Process in place to delete systems access after employee , temporary employee, contractor or vendor termination; Access to equipment (such as servers, workstations and storage media including paper records containing sensitive

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# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

Individual Risk Modification	Characteristics	Criteria	Factor
		information) physically protected in areas open to employees only or there are role based access controls; Employee access restricted for personally identifiable information on a business-need to know basis.	
Employees and Physical Security	Training, Background Checks, Restricted Access	No criminal history record checks completed for all prospective employees; No process in place to delete systems access after employee, temporary employee, contractor or vendor termination; Access to equipment (such as servers, workstations and storage media including paper records containing sensitive information) is not physically protected; Employee access not restricted for personally identifiable information on a business-need to know basis.	1.10
Security Testing and Auditing	Vulnerability Scanning, Penetration Testing, External Security Assessments	Vulnerability scans or penetration tests against all parts of Applicant's network are conducted at least monthly; An external system security assessment has been conducted within the last welve months.	<mark>0.90</mark>
Security Testing and Auditing	Vulnerability Scanning, Penetration Testing, External Security Assessments	Vulnerability scans or penetration tests against all parts of Applicant's network are conducted at least monthly; An external system security assessment has not been conducted within the last welve months.	<mark>1.00</mark>
Security Testing and Auditing	Vulnerability Scanning, Penetration Testing, External Security Assessments	Vulnerability scans or penetration tests against all parts of Applicant's network are not conducted; An external system security assessment has not been conducted within the last twelve months.	<mark>1.10</mark>
Backup and Archiving	Frequency of Backup of Critical Information	Daily backup of critical information.	<mark>0.90</mark>
Backup and Archiving	Frequency of Backup of Critical Information	Weekly backup of critical information.	1.00
Backup and Archiving	Frequency of Backup of Critical Information	Backup of critical information monthly or less frequently.	<mark>1.10</mark>
Business Continuity and Incident Response Planning	Existence and Quality of Business Continuity and Incident Response Plans	Business continuity and incident response plans in place that are reviewed and tested at least bi-annually and includes third party contingencies.	<mark>0.90</mark>
Business Continuity and Incident Response Planning	Existence and Quality of Business Continuity and Incident Response Plans	Business continuity and incident response plans in place.	<mark>1.00</mark>
Business Continuity and Incident Response Planning	Existence and Quality of Business Continuity and Incident Response Plans	No business continuity or incident response plan.	<mark>1.10</mark>
Content Controls	Type of Published Content and Quality of Internal Procedures	Content related only to the Applicant's operations; No use of public figure names or likenesses; All content reviewed by a qualified attorney including screening for disparagement issues, copywriting infringement, trademark infringement, invasion of privacy and right of publicity; Response procedures in place.	<mark>0.90</mark>
Content Controls	Type of Published Content and Quality of	Content related only to the Applicant's operations; No use of public figure names or likenesses; All content reviewed including	<mark>1.00</mark>

CALIFORNIA 1ST EDITION F (04/18)

CIL-3.19.4

# 3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

Individual Risk Modification	Characteristics	Criteria screening for disparagement issues, copywriting infringement,	Factor
Content Controls	Type of Published Content and Quality of Internal Procedures	trademark infringement, invasion of privacy and right of publicity. Content not limited to the Applicant's own operations; Use of public figure names or likenesses; No review or response procedures in blace	<mark>1.10</mark>
Security Incident and Loss History	Presence of Prior Loss Events	No loss events within last three years.	<mark>0.90</mark>
Security Incident and Loss History	Presence of Prior Loss Events	Loss events within last three years with explanation.	1.00
Security Incident and Loss History	Presence of Prior Loss Events	Loss events within last three years without explanation.	<mark>1.10</mark>
Prior Insurance	Existence of Prior Coverage and Reason for Termination	Prior coverage never cancelled or non-renewed by carrier.	<mark>0.90</mark>
Prior Insurance	Existence of Prior Coverage and Reason for Termination	No prior coverage, or prior coverage that was cancelled or non- renewed, but with explanation.	<mark>1.00</mark>
Prior Insurance	Existence of Prior Coverage and Reason for Termination	Prior coverage was cancelled or non-renewed without explanation.	<mark>1.10</mark>

3. CINCINNATI CYBER DEFENSE<sup>™</sup> COVERAGE (Cont'd)

**RESERVED FOR FUTURE USE** 

# 4. SUPPLEMENTAL EXTENDED REPORTING PERIOD

If the event of cancellation or nonrenewal, the Named Insured has the right, upon payment of an additional premium to buy a Supplemental Extended Reporting Period endorsement.

This applies only to:

Insuring Agreement B - Defense and Liability Coverage of the Data Defender Coverage Form;

Insuring Agreement B - Network Security Liability Coverage of the Network Defender Coverage Form; and

Insuring Agreements E - Data Compromise Liability, F - Network Security Liability and G - Electronic Media Liability of the Cyber Defense Coverage Form.

The premiums for the Supplemental Extended Reporting Period options shall be determined by multiplying the annual premium for the last annual policy period by the corresponding factor from the following table.

#### Supplemental Extended Reporting Period Table

Supplemental Extended Reporting Period Term	Factor
1 Year	0.75
2 Year	1.50
3 Year	2.00
4 Year	2.50
5 Year	2.75
6 Year	3.00

Premiums for any Supplemental Extended Reporting Period are fully earned at the inception of the Supplemental Extended Reporting Period.

Use Supplemental Extended Reporting Period Endorsement **HC 455** with the Data Defender Coverage Part and the Network Defender Coverage Part.

Use Supplemental Extended Reporting Period Endorsement **HC 456** with the Cyber Defense Coverage Part.

# 1. EXPENSE MODIFICATION

The individual risk modification contemplates the standard provisions for commission expenses. If such expenses are less than standard, due to reduced commission negotiated on the policy, a percentage credit equal to the reduction in commission will be given. For example a 5% credit will be given for a commission reduction of 5%.

# 1. TERRORISM COVERAGE

The Terrorism Risk Insurance Act (TRIA) states that the Department of the Treasury will certify an act of terrorism for coverage to be subject to TRIA. Thus, acts of terrorism which are not certified may be considered other acts of terrorism.

#### A. Description of Coverage

- 1. Certified Acts of Terrorism In accordance with the Terrorism Risk Insurance Act (TRIA), all companies writing commercial property and casualty insurance must make available to policyholders coverage for certified acts of terrorism. The Secretary of Treasury will declare when an act of terrorism is a certified act of terrorism.
- 2. Other Acts of Terrorism An Other Act of Terrorism is any act of terrorism which meets the definition of terrorism but is not certified by the Secretary of Treasury.
- 3. For insureds of The Cincinnati Insurance Companies, Certified Acts of Terrorism Coverage and Other Acts of Terrorism Coverage are linked together, either provided or excluded together, barring unusual exposures or circumstances, and subject to the forms, limitations, exclusions and rates in the rules below.

#### B. Offer, Disclosure and Forms - Disclosures/Limitations/Exclusions:

- TRIA requires that companies notify policyholders of the availability of coverage for certified terrorism losses and the premium charge applicable to such coverage. Companies must also inform insureds that a \$100 billion cap applies to certified acts of terrorism. Attach Policyholder Notice Terrorism Insurance Coverage - IA 4236 CA.
- 2. Attach Cap on Losses from Certified Acts of Terrorism IA 4238 to the policy if the insured elects terrorism coverage.
- 3. If terrorism coverage is NOT desired, we must receive and have on file a written rejection from the insured. Attach Exclusion of Certified Acts and Other Acts of Terrorism IA 319 to the policy.

#### 1. TERRORISM COVERAGE (Cont'd)

#### C. Premium Determination:

#### 1. Certified Acts of Terrorism and Other Acts of Terrorism

- a. Apply the factor/rate shown below in accordance with the geographic tier and hazard class of the policy to all eligible policy premium to determine the additional premium for acts of terrorism.
- **b.** Factors/Rates apply per policy to all eligible coverage premiums and cannot be divided.
- c. Factors/Rates for terrorism coverage.
  - (1) Eligible Policy Premium Includes all premium for all coverages and policies rated from any of the following except as noted:
    - (a) Division One Auto
    - (b) Division Two Machinery and Equipment
    - (c) Division Three Crime and Fidelity
    - (d) Division Four Farm
    - (e) Division Five Fire and Allied Lines
    - (f) Division Six General Liability
    - (g) Division Seven Professional Liability, excluding any Medical Professional
    - (h) Division Eight Inland Marine
    - (i) Division Nine Multiple Line
    - (j) Division Seventeen Cyber Risk
    - (k) Commercial Umbrella Program, excluding any Medical Professional and any attached Personal Umbrella
    - (I) Businessowners Package Program, excluding any Medical Professional 🔀

# 1. TERRORISM COVERAGE (Cont'd)

#### (2) Geographic Tiers:

TIER	TERRITORY DEFINITION	TERRITORY CODES (Fire)	TERRITORY CODES (GL)
	San Francisco, CA	<b>CA</b> - 380, 410	<b>CA</b> - 001
	Washington, D.C.	DC - All Codes	<b>DC</b> - 001
1	Chicago, IL	IL - 082	<b>IL</b> - 001
	New York City, NY (Manhattan only)	<b>NY</b> - 310	<b>NY</b> - 001
	Los Angeles County, CA	<b>CA</b> - 600-630	<b>CA</b> - 003
	Cook County, IL (Outside Tier 2)	IL - 080-089, excl - 082	<b>IL</b> - 007
	Suffolk County, MA (Boston Area)	<b>MA</b> - 130, 131	<b>MA</b> - 014
	Montgomery & Prince George's	<b>MD</b> - 160-179	<b>MD</b> - 002
•	Counties, MD (DC Area)	NIX 000 040 000 000	
2	New York City, NY except	<b>NY</b> - 030, 240, 300-309,	<b>NY</b> - 010
	Manhattan	410, 430, 520	<b>DA</b> 001
	Philadelphia, PA	<b>PA</b> - 510	<b>PA</b> - 001
	Harris County, TX (Houston Area)	<b>TX</b> - 718	<b>TX</b> - 004
	Arlington, Alexandria, VA (DC	<b>VA</b> - 040, 150, 495,	
	Area)	545, 565	<b>VA</b> - 001
	King County, WA (Seattle Area)	<b>WA</b> - 170, 171	<b>WA</b> - 001
3	Remainder of Country	All Other per State	All Other

#### 1. TERRORISM COVERAGE (Cont'd)

- (3) Hazard Classes These are subject to change in accordance with evolving knowledge of terrorist means, targeting and reinsurance limitations. Refer to the Terrorism Hazard Underwriting Guideline for current specific class and risk definitions:
  - (a) High Hazard Subject to underwriting judgement, but primarily terrorism target properties as determined by ISO and/or associated with reinsurance limitations. Refer to company for classification and rating.
  - (b) Low Hazard Subject to underwriting judgement, but generally all other classes and risks not considered a high hazard terrorism target but still potentially subject to loss, even if just collateral damage or incidental liability.

#### (4) Rate Factors:

HAZARD		G	MIN.		
CLASS:	LINE	1	2	3	PREM.:
LOW HAZARD	Auto	0.2% 0.002	0.2% 0.002	0.2% 0.002	\$25.00
LOW HAZARD	ΟΤΑ	5.0% 0.050	4.0% 0.040	0.75% 0.0075	\$25.00
HIGH HAZARD	Auto	0.2% 0.002	0.2% 0.002	0.2% 0.002	\$125.00
HIGH HAZARD	ΟΤΑ	8.0% 0.080	7.0% 0.070	1.50% 0.0150	\$125.00

#### (a) Auto and Other Than Auto (OTA):

- (b) Factors apply to final eligible premiums, after the application of all other rating factors including IRPM or Schedule credits or debits.
- (c) Factors do not apply to state specified surcharges, fees or taxes.
- (d) Except for Expense Modification, the premium for this coverage is not subject to any further modification or rate plan.
- (e) This premium is subject to anniversary adjustment but not midterm adjustment.

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Company:	The Cincinnati Cas	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liability	and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filing	g			

# Supporting Document Schedules

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	DOI FORMS MEMO.pdf Exhibit 16 - Cyber.pdf CYBER PRIOR APP RATE TEMPLATE REVISED.xlsm CYBER PRIOR APP RATE TEMPLATE REVISED.pdf MEMO exhibit 18 rules.pdf exhibit 18 FORMS MEMO.pdf CYBER APPLICATION- signed.pdf CYBER APPLICATION.xlsm
Item Status:	
Status Date:	
Satisfied - Item:	Underwriting Guidelines
Comments:	
Attachment(s):	UNDERWRITING GUIDELINE - CYBER RISK.pdf Underwriting Guidelines RSG.pdf Underwriting Guidelines Terrorism.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Crit Response Documents
Comments:	
Attachment(s):	CA Cyber Risk Forms Filing Memorandum.pdf CA Cyber Risk Rate Filing Memorandum.pdf Cyber Risk Rating - CA.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Crit Response #2
Comments:	Reattaching rate template documents
Attachment(s):	CYBER PRIOR APP RATE TEMPLATE.pdf CYBER PRIOR APP RATE TEMPLATE.xlsm
Item Status:	
Status Date:	
Satisfied - Item:	Crit Responses
Comments:	

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA
State:	California		First Filing Compa	ny: The Cincinnati Ca	sualty Company,
TOI/Sub-TOI:	05.0 CMP Liabili	ty and Non-Liability/05.0000	CMP Sub-TOI Combinations		
Product Name:	Cyber Risk				
Project Name/Number:	/Initial Cyber Filir	ng			
Attachment(s):	T C A	ERRORISM RATE DE rit Response.pdf ctuary DOI MEMO.pdf	VELOPMENT - CA.pdf		
Item Status:					
Status Date:					
Satisfied - Item:	M	arch 2019 Crit Respo	nse		
Comments:					
Attachment(s):	Μ	arch 2019 Crit Respor	nse.pdf		
Item Status:					
Status Date:					
Satisfied - Item:	Μ	ay, 2019 Crit Respons	6e		
Comments:	P	lease see the attached	documents detailing Fines and P	enalties for 2015, 2016 ar	nd 2017.
Attachment(s):	F	INES AND PENALTIE INES AND PENALTIE INES AND PENALTIE	S 2016.pdf		
Item Status:					
Status Date:					
Satisfied - Item:	Ju	une 2019 Crit Respons	Se		
Comments:					
Attachment(s):	С	rit Response #6.pdf			
Item Status:		· · ·			
Status Date:					

1. Per 03/22/19 Note-to Reviewer, if filing is a refile of Company's 18-2470, 2471, and 2472, did Cincinnati address all

issues raised on first 06/16/18 Objection?

# Yes. All issues were addressed. Per the 3/22/19 Filing Note, please see our response under "March 2019 Crit Response" which can be found under supporting documents.

2. Does Company have a name for this New Program under CMP, and if so, is it Cyber Recovery Coverage Program, Data

Defender Program, or something else?

#### The name is Cyber Risk Coverage Program.

3. Per Rate Filing memo, "The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges..." What is the relationship between Cincinnati and HSB?

The Cincinnati Insurance Companies have partnered with The Hartford Steam Boiler Inspection and Insurance Company (HSB) to act as our outsourced provider of the rates, rules and forms for Cyber Risk coverage. HSB developed these charges as per the Explanatory Memorandum provided with this filing. We applied our expense and profit load of 30% to the net charges provided by HSB to arrive at our gross premiums.

4. To our knowledge, HSB is not an advisory organization.

a. Why is Cincinnati adopting HSB rates?

b. Are the underwriting guidelines/criteria, rating rules and limits of coverage same as HSB?

#### c. Provide California number to HSB filing been utilized

We are not adopting HSB rates. We have filed an independent Cyber Risk product with underwriting guidelines/criteria, rating rules and limits of coverage that are different from HSB. The HSB Direct Total Cyber product is designed for larger risks and includes more rate modification factors per coverage. Pricing is based on Annual Revenue or Net Operating Expenses whereas the Cyber Risk product is based on defined occupancy tiers, available limits and deductibles. Our Cyber Risk product has sublimited coverages that are static and cannot be increased or decreased. The HSB Total Cyber product offers Misdirected Payment Fraud coverage which is not available in our Cyber Risk offering. We are not using HSB's approved Total Cyber filing CDI 17-1463.

5. Does the program provide coverage for TRIA, and/ or if it does, would that be for Certified or non-Certified TRIA?

Yes. The program provides coverage for TRIA for both certified and non-certified acts.

6. Per Guideline – Cyber Risk Liability, "we are not offering this coverage mono-line; we must write other commercial

business for the insured in order to offer any of the 3 of our cyber forms". Which coverage are been referred to?

The coverages being referred to are Commercial Property and General Liability.

We trust you will now be in a position to accept our proposal.

1. HSB had filed and received approval of a Total Cyber program under Commercial Multi-Peril line (CDI 15-9572). Is your proposed new program based on HSB's program? Yes. Per our contact at HSB, our proposed new program is based on HSB's filing (CDI 15-95272). We were unaware of this HSB filing.

2. Provide copy of rule for the following:

B. Waiver of Premium

Refer to Division Nine - Multiple Line Manual for rules governing waiver of premium. This rule will apply to both multiline discounted and nondiscounted policies or monoline policies, page CIL-GR-11.1. How are you in compliant with CIC Section 481.5(b)(1)? The filed and approved (CDI 15-7040) (Company filing C-MP-14-7000-CA) Division Nine – Multiple Line Manual Waiver of Premium rule appears below. Per paragraph C.2., no return premium is waived. Any return premium due the insured is granted. Therefore, we are in compliance with CIC Section 481.5(b)(1).

# **C.** Waiver of Premium

# **1. Additional Premium Changes - Waiver**

# a. Waiver of Premium - other than e-CLAS® Issuance System policies

Waive additional premium of \$15 or less. This waiver applies only to that portion of the premium due on the effective date of the policy change.

# b. Waiver of Premium - e-CLAS<sup>®</sup> Issuance System policies

No waiver applies to **e-CLAS®** policies. With regard to Direct Bill policies, any change resulting in an additional premium of \$15 or less will be deferred to the next bill. This deferral applies only to that portion of the premium due on the effective date of the policy change.

# 2. Return Premium Changes - Waiver

# a. Waiver of Premium- other than e-CLAS® Issuance System policies

Grant any return premium due the insured.

# b. Waiver of Premium - e-CLAS® Issuance System policies

No waiver applies to **e-CLAS**<sup>®</sup> policies. With regard to Direct Bill policies, any change resulting in a return premium of \$15 or less will be deferred to the next bill. This deferral applies only to that portion of the premium due on the effective date of the policy change.

# 3. Individual Risk Modification, page CIL-3.19

CCR 2360 allows the CDI to require a company to provide relevant justification of rating structure and CCR 1861.05 allows the CDI to challenge any rating structure that is deemed excessive, inadequate, unfairly discriminatory or otherwise in violation of applicable provisions of the California Insurance Code of Regulations.

Pursuant to CIC §§ 1857 and 1861.05(a); CCR § 2360.6, failure to rate a risk based on fully defined rating characteristics may result in the application of inadequate or excessive rates, and dissimilar treatment of similar risks. If some of the provisions require additional Underwriting analysis, then those underwriting guidelines MUST be specified in details as required by CCR 2648.4 and 1861.05 (a).

Please provide rules on how to pick a percentage from within the range.

We have provided revised rules as suggested. Please see attached.

- 4. Terrorism coverage
- a) Where are the rates based from?
- b) Justify minimum premium provisions? Also show how you arrived at proposed minimum premiums.
- c) Provide rating examples.

# Please see attached Terrorism Rate Development Document

5. Please see attached Actuary DOI MEMO document for answers to the additional questions.

# Instructions for Completing the Prior Approval Rate Application

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/

Enter general filing characteristics associated with this application as well as company-specific information on the "1.General" page. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes. If this filing contains

page: Areas of insurer input are generary identified with bide fort text and/or light bide outlined boxes. In this iming contains group data, select the appropriate indicator on the "1.General" page. The "2.Group" page will automatically unhide to allow for the identification of each company to which this filing applies.

Enter the type of filing to which this application applies. Complete all exhibits and Prior Approval Rate Application pages
2) required for the designated type of filing on the "3.Filing Type" page, *in addition to the Prior Approval Rate Template and Standard Exhibits Template, where applicable*. Refer to the Prior Approval Filing Instructions for more information.

On the "6.Program Detail" page, provide premium, loss and DCCE information for the entire line of business as shown in your company's Annual Statement as well as for each separate program that comprises your company's line of business. Programs
 a) with less than \$25M in premium each can be combined into one entry. The total of all programs must reconcile to the total

Annual Statement line of business for each year provided. Click the "Add 5 Programs" button if additional programs are required. If filing to be submitted is a group filing, populate the page with group data.

If this filing includes a variance request, select the appropriate indicator on the "1.General" page. The "11.Variance Request"4) page will automatically unhide to allow for the identification and impact of each variance being requested. Final decisions regarding variances will be made by the CDI and/or administrative hearing.

# PRIOR APPROVAL RATE APPLICATION FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by:	Rick Workman	Date:	03/19/18				
Your File #:	CQD-IL-17-1500-CA	]					
	(15 Character Maximum)	•					
Filing Characteristics					DEPARTMI	ENT USE ONL	Y
Does this filing include a	variance request?		(Page 11 hidden	)	CDI File #:		
If yes,					SERFF #:		
Is this a variance reque	est submitted after the prior				Filed Date:		
approval application	to which it applies?	N 💌			Compliance Date:		
Provide the applicable	CDI File #:				Public Notice Date:		
Does this file contain gro	oup data? If yes, complete Pag	e 2.			Deemer Date:		
Is this a specialty filing?		N <b>-</b>			Intake Analyst:		
Line Type:	Commercial 🔻				Bureau/Senior:		
General Line :	Multiple Peril		-		Group Filing?:	Yes	🗖 No
Subline:	05.0000 CMP Sub-TOI Combin	nations			X-Reference #:		
Program:					Filing Type:	Rate	Rule
Provide the most recent	applicable CDI file # in this line	e,	-			Form	Variance
subline and/or program	m:	n/a				New Progra	am
					% Change:		
Company Information							
Company Name:	Cincinnati Insurance Company	у					
Group Name:	Cincinnati Insurance Compan	ies					
NAIC Company Code:	10677	-					
NAIC Group Code:	0244			7			
Organized under the law	vs of the State of:						
Home Office:							
Contact Name/Title:	Tia Wells, Filings Analyst II						
Toll Free Phone #:	513-603-5328			Fax #:			
Email Address:	Tia_Wells@cinfin.com						
Mailing Address:	P.O. Box 145496, Cincinnati, C	OH 45250-5496					

I declare under penalty of perjury under the laws of the State of California, that the information filed is true, complete, and correct, and that price optimization methods or models have not been used in the development of the final rates for any segment of the filed rating plan.

Tia Wells	March 30, 2018 - original filing	513-603-5328
Authorized Signature	Date of Filing	Telephone #

Refer to CDI website below for the most current rate template and prior approval factors:

N **-**

### **INSURER GROUP INFORMATION**

For private passenger auto insurance only, does CIC, §1861.16(c) apply?

If yes, complete Exhibit 19 (Super Group).

*List each insurance company included in the group data and to which this application applies, in alphabetical order.* 

Company Name:	Cincinnati Casualty Company	]	CDI Filing #:	(Department Use Only)
NAIC Company Code:	28665	]		
Company Name: NAIC Company Code:	Cincinnati Indemnity Company	]	CDI Filing #:	(Department Use Only)
Company Name:		]	CDI Filing #:	
NAIC Company Code:		]		(Department Use Only)
Company Name: NAIC Company Code:		]	CDI Filing #:	(Department Use Only)
Company Name:		]	CDI Filing #:	
NAIC Company Code:		]		(Department Use Only)
Company Name:		]	CDI Filing #:	(Department Use Only)
NAIC Company Code:		]		
Company Name: NAIC Company Code:		]	CDI Filing #:	(Department Use Only)
Company Name:		]	CDI Filing #:	(Department Use Only)
NAIC Company Code:		]		
Company Name: NAIC Company Code:		] ]	CDI Filing #:	(Department Use Only)
Company Name:		]	CDI Filing #:	(Department Use Only)
NAIC Company Code:		]		(Separamente Ose Only)

N **-**

### **INSURER GROUP INFORMATION**

For private passenger auto insurance only, does CIC, §1861.16(c) apply?

If yes, complete Exhibit 19 (Super Group).

*List each insurance company included in the group data and to which this application applies, in alphabetical order.* 

Company Name:			CDI Filing #:	
				(Department Use Only)
NAIC Company Code:				
Company Name:			CDI Filing #:	
	maanu Codo:	1		(Department Use Only)
NAIC Company Code:				
C		1		
Company Name:		]	CDI Filing #:	(Department Use Only)
NAIC Company Code:				(Department ose only)
		-		
Company Name:		]	CDI Filing #:	
		1		(Department Use Only)
NAIC Company Code:				
Company Namo:		1	CDI Filing #:	
Company Name:		]	CDI FIIIIg #:	(Department Use Only)
NAIC Company Code:				(
		-		

## **FILING TYPE**

#### The purpose of this filing is (check all that apply):

	Type of Filing		Required Documentation <sup>1,2,3</sup>
V	New Program	(Includes adoption of advisory organization loss costs, forms and rules.)	Pages 1 through 4, 8 through 10 & 12, Exhibit 16 plus Prior Approval Rate Template
	Rates	(Includes adoption of advisory organization loss costs.)	
		Rate increase	Pages 1 through 8 & 12, Exhibits 1- 17 & 20, plus Prior Approval Rate Template
		Rate decrease	Pages 1 through 8 & 12, Exhibits 1- 17 & 20, plus Prior Approval Rate Template
		Revenue-neutral change (zero percent overall impact)	Pages 1 through 8 & 12, Exhibits 1- 17 & 20, plus Prior Approval Rate Template
	Variance Request		
		Filed together with the prior approval application to which it applies.	Page 11, Exhibit 13 plus Prior Approval Rate Template
		Filed after the prior approval application to which it applies.	Pages 1 through 4, 11 & 12, Exhibit 13 plus Prior Approval Rate Template
	Coverage Forms	(Includes adoption of advisory organization	on forms.)
		With rate impact	Pages 1 through 9 & 12, Exhibits 1- 17 & 20 plus Prior Approval Rate Template
		Without rate impact	Pages 1 through 4, 9 & 12
	Rules and Underv	vriting Guidelines (Includes adoption of advisory organization	on rules.)
		With rate impact	Pages 1 through 8, 10 & 12, Exhibits 1-18 & 20 plus Prior Approval Rate Template
		Without rate impact	Pages 1 through 4, 10 & 12 plus Exhibit 18

<sup>1</sup> Page numbers refer to pages of the Prior Approval Rate Application. Where Exhibits 5, 7 and 8 are required, applications must also include

a completed Standard Exhibits Template. Exhibit 21 must be included for all Specialty filing applications.

<sup>2</sup> All Private Passenger Automobile class plans must be filed separately from the Prior Approval Rate Applications.

<sup>3</sup> Page 6 of the Prior Approval Rate Application is required solely for insurers submitting filings for a subset of their Homeowners Multiple Peril line.

## **IMPACT OF PROPOSED CHANGES**

0.0%

Proposed Overall Rate Change:	0
Proposed Earned Premium Per Exposure:	\$229.00
Proposed Effective Date:	04/01/18

	Coverage/Form <sup>1</sup>	Indicated % Change	Proposed % Change	Adjusted Earned Premium <sup>2,3</sup>	Projected Earned Premium <sup>3</sup>
(1)	Cyber Risk	0.0%	0.0%	\$2,290	\$2,290
(2)					\$0
(3)					\$0
(4)					\$0
(5)					\$0
(6)					\$0
(7)					\$0
(8)					\$0
(9)					\$0
(10)					\$0
Total		0.0%	0.0%	\$2,290	\$2,290

<sup>1</sup> Commercial Auto Liability and Physical Damage must be combined in one application, with separate Rate Calculation pages in the Prior Approval Rate Template for liability and physical damage coverages.

<sup>2</sup> Adjusted earned premium is the historical earned premium for the most recent year adjusted to the current rate level and trended to the average earned date of the proposed rating period. These figures should reconcile to the Prior Approval Rate Template.

<sup>3</sup> Total earned premium must include all income derived from miscellaneous fees and other charges.

# **RECONCILIATION OF DIRECT EARNED PREMIUM DATA**

Annual Statement Statutory Page 14 Calendar Year Data

	Coverage/Form/Program <sup>1</sup>	Latest CDI Filing # <sup>2</sup>	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
			#VALUE!	#VALUE!	ΥΥΥΥ
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					
Total			0	0	0
Statutory Page 14					
Difference			0	0	0

Explain any differences:

<sup>1</sup> This exhibit requires insurers to itemize each program until **all** data is reconciled to the corresponding annual statement line of insurance.

<sup>2</sup> For residual market data, a filing number is not required.

# **ANNUAL STATEMENT LINE - Multiple Peril**

Year	Written Premium			IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	· · · · · ·
#VALUE!								
	rith less than \$25M in prei veighted averages. Dollars							
Total - All Prog	grams							
Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Difference	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
(speci	fy program)							
Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
(speci	fy program)							
Year	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
	<b>fy program)</b> Written Premium	Forned Dremium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	
Year								IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	•
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE! 3 Yr Avg	0	0	0	#DIV/0! #DIV/0!	0	#DIV/0! #DIV/0!	0	#DIV/0! #DIV/0!
		0	0	#01070!	0	#DIV/0!	0	#DIV/0!
(speci Year	<b>fy program)</b> Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
YYYY	0	0	0	#DIV/0!	0	#DIV/0!	0	
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
#VALUE!	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
3 Yr Avg	0	0	0	#DIV/0!	0	#DIV/0!	0	
(speci	fy program)							
	Written Premium	Earned Premium	Incurred Loss	IL%	DCCE	DCCE%	IL+DCCE	IL+DCCE %
Year							-	
Year	0	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
	0	0 0	0 0	#DIV/0! #DIV/0!	0 0	#DIV/0! #DIV/0!	0 0	#DIV/0! #DIV/0!
YYYY				-				

State of California Department of Insurance (CDI) Company: Line:

# ADDITIONAL CALENDAR YEAR DATA REQUIRED BY STATUTE

Refer to CIC §1857.7, CIC §1857.9 and CIC §1864 for more information.

Line	Type of Data	Most Recent Calendar
(0)	Calendar Year	Year YYYY
(1)	Number of claims outstanding at beginning of year	
(2)	Number of claims during the year	
(3)	Number of claims closed during the year	
(4)	Number of claims outstanding at year's end [ (1) + (2) - (3) ]	0
(5)	Unearned Premiums	
(6)	Dollar amount of claims paid	
(7)	Net loss reserves for outstanding claims excluding claims incurred but not reported (case reserves)	
(8)	Net loss reserves for claims incurred but not reported (IBNR)	
(9)	Losses incurred as a percentage of premiums earned, including IBNR	
(10)	Net investment gain or loss and other income or gain or loss allocated to the line	
(11)	Net income before federal and foreign income taxes [ (10) + (15) ]	\$0
(12)	Total number of policies in force on the last day of the reporting period	
(13)	Total number of policies canceled	
(14)	Total number of policies non-renewed	
(15)	Net underwriting gain or loss ( = CY earned premiums less CY incurred loss less CY incurred expense )	
(16)	Separate allocations of expenses for:	
(17)	(a) commissions and brokerage expense	
(18)	(b) other acquisition costs	
(19)	(c) general office expenses	
(20)	(d) taxes, licenses and fees	
(21)	(e) loss adjustment expense (DCCE & AOE)	
(22)	(f) other expenses	

Company: Line:

# **MISCELLANEOUS FEES AND OTHER CHARGES**

Check all fees that apply and identify the amount charged for each transaction.

If no fees apply to this program, check here:

		New Business	Renewal Business
Policy Fee			
Installment Fee (Fixed \$)	$\checkmark$	\$5.00	\$5.00
Endorsement Fee			
Inspection Fee			
Cancellation Fee			
Reinstatement Fee			
Late Fee			
SR-22			
Other Fees (specify below)			
Fee 1			
Fee 2			
Fee 3			
Fee 4			

### **Miscellaneous Fees**

### **Ancillary Income**

	New Business	Renewal Business
Installment Finance Charge (APR %) $\hfill \Box$		
Non-Sufficient Funds (NSF) Fee $\hfill \Box$		
Membership Dues		
Premium Finance Revenues		
Other Fees (specify below)		
Fee 1		
Fee 2		
Fee 3		
Fee 4		

Use Exhibit 6 if additional space is needed to explain fees not listed above.

Line:

#### FORMS

			Applicable Form			Source of Form	Coverage Change Reflects		Coverage Change Includes		Factor or Charge	
		#	Title	Туре	Source	CDI File #1	Category	Restriction? <sup>2</sup>	Broadening?	Rate Impact?	% Impact	(\$, % or Description)
	Proposed	HC 002 01 18	SUPPLEIVIENTAL QUESTIONNAIRE FOR INCREASED	1	3		1	N	N	N		
(1)	Current	N/A										
(2)	Proposed	HC 004 01 18	APPLICATION FOR CINCINNATI CYBER DEFENSE"	1	3		1	N	N	N		
(2)	Current	N/A										
(2)	Proposed	HC 005 01 18		1	3		1	N	N	N		
(3)	Current	N/A										
	Proposed	HC 102 01 18	CINCINNATI DATA DEFENDER™ COVERAGE FORM	3	3		1	N	N	N		
(4)	Current	N/A										
(5)	Proposed	HC 103 01 18	CINCINNATI NETWORK DEFENDER™ COVERAGE FORM	3	3		1	N	N	N		
(5)	Current	N/A										
	Proposed	HC 104 01 18	CINCINNATI CYBER DEFENSE™ COVERAGE FORM	3	3		1	N	N	N		
(6)	Current	N/A										
(7)	Proposed	HC 455 01 16	SUPPLEMENTAL EXTENDED REPORTING PERIOD	2	3		1	N	Y	N		
(7)	Current	N/A										
(8)	Proposed	HC 456 01 16	SUPPLEMENTAL EXTENDED REPORTING PERIOD	2	3		1	N	Y	N		
(0)	Current	N/A										
(9)	Proposed	HC 476 01 16	WARRANTY STATEMENT	2	3		1	N	N	N		
(9)	Current	N/A										
(10)	Proposed	HC 4131 01 18	ADDITIONAL INSURED	2	3		1	N	Y	N		
(10)	Current	N/A										
(11)	Proposed	HC 4132 01 18	ADDITIONAL INSURED - GRANTOR OF FRANCHISE	2	3		1	N	Y	N		
(11)	Current	N/A										
(12)	Proposed	HC 502 01 18		3	3		1	N	Ν	N		
(12)	Current	N/A										
(13)	Proposed	HC 503 01 18		3	3		1	N	N	N		
(13)	Current	N/A										
(14)	Proposed	HC 504 01 18	CINCINNATI CYBER DEFENSE <sup>IIII</sup> COVERAGE PART	3	3		1	N	N	N		
(14)	Current	N/A										
(15)	Proposed	HC 505 01 18		3	3		1	N	N	N		
(10)	Current	N/A										
(16)	Proposed	HC 506 01 18	CINCINNATI NETWORK DEFENDER <sup>™</sup> COVERAGE PART	3	3		1	N	N	N		
(10)	Current	N/A										
(17)	Proposed	HC 507 01 18	CINCINNATI CYBER DEFENSE <sup>™</sup> COVERAGE PART	3	3		1	N	N	N		
(17)	Current	N/A										
(18)	Proposed	IA 319 01 15	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRODISM	3	3		1	N	N	N		
(10)	Current	N/A										
(19)	Proposed	IA 407 09 09	GENERAL CHANGE ENDORSEMENT	2	3		1	N	N	N		
(13)	Current	N/A										
(20)	Proposed	IA 4236 CA 01 15		3	3		1	N	N	N		
(20)	Current	N/A										

Line:

FORMS

			Applicable Form			Source of Form		Coverage Ch	ange Reflects	Coverage Cha	ange Includes	Factor or Charge
		#	Title	Туре	Source	CDI File #1	Category	Restriction? <sup>2</sup>	Broadening?	Rate Impact?	% Impact	(\$, % or Description)
(21)	Proposed	IA 4238 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	3	3		1	N	N	N		
(21)	Current	N/A										
(22)	Proposed	IA 4392 CA 12 11		3	3		1	N	N	N		
(22)	Current											
(23)	Proposed											
(23)	Current											
(24)	Proposed											
(24)	Current											
(25)	Proposed											
(23)	Current											
(26)	Proposed											
(20)	Current											
(27)	Proposed											
(27)	Current											
(28)	Proposed											
(20)	Current											
(29)	Proposed											
(23)	Current											
(30)	Proposed											
(50)	Current											
(31)	Proposed											
(31)	Current											
(32)	Proposed											
(32)	Current											
(33)	Proposed											
(33)	Current											
(34)	Proposed											
	Current											
(35)	Proposed											
(55)	Current											

<sup>1</sup> If Source selected is ISO or Other Advisory Organization, provide the CDI File # of applicable filing from which the form is being adopted. If Source selected is Company and Category is Replacement, provide the CDI File # under which current form is approved.

<sup>2</sup> Forms that restrict, exclude or delete coverage require consideration of a rate offset/credit. Provide the amount of prior losses incurred associated with the impacted coverage, if any.

Legend of Response Codes

-									
F	Type Code		Source Code		Category Code				
I	(1)	Application	(1)	Insurance Services Organization (ISO)	(1)	New, mandatory	(5)	Withdrawn, mandatory	
I	(2)	Endorsement	(2)	Other Advisory Organization	(2)	New, optional	(6)	Withdrawn, optional	
I	(3)	Policy	(3)	Company	(3)	Replacement, mandatory			
I	(4)	Other (Describe in filing memorandum)	(4)	Other (Describe in filing memorandum)	(4)	Replacement, optional			

# **RULES AND UNDERWRITING GUIDELINES**

Insurers submitting a rule change filing must provide the information identified below. Complete Exhibit 18 as necessary to fulfill this requirement.

Check all that apply:

- ☑ (1) Introducing a new rule(s)
- □ (2) Revising an existing rule(s)
- □ (3) Adopting an approved Advisory Organization (AO) rule(s)
- □ (4) Withdrawing an approved rule(s)
- $\Box$  (5) Introducing or revising an underwriting guideline(s)<sup>1</sup>

If (1), (2) or (5) above is checked, provide the following:

(a) The purpose for the rule or underwriting guideline or an explanation for revising an existing rule

or underwriting guideline (Exhibit 18)

- (b) A copy of the current and proposed manual page corresponding to the rule or underwriting guideline
- (c) The proposed charge for the rule, and justification of the charge including

the rate or premium development method (Exhibit 18)

(d) The rate impact of the rule or underwriting guideline on the current book of business, with

corresponding calculation of that impact (Exhibit 18)

- (e) Advise if the rule is:
- □ (i) Optional
- ☑ (ii) Mandatory

If (3) above is checked, specify the approved CDI File #(s) of the AO rule:

- If (4) above is checked, provide the following:
  - (a) An explanation for the withdrawal of the rule (Exhibit 18)
  - (b) A copy of the current and proposed manual page corresponding to the withdrawn rule
  - (c) The rate impact of withdrawing the rule on the current book of business, with

corresponding calculation of that impact (Exhibit 18)

For all rule and underwriting guideline changes, provide any additional comments necessary to adequately explain the rule change (Exhibit 18).

<sup>1</sup> Underwriting guidelines included in this filing are reviewed only insofar as they relate to rates contained in this filing or currently on file with the California Department of Insurance.

Company: Line:

### **FILING CHECKLIST**

Use this checklist to assemble a complete application:

Prior Approval Rate Application □ Supporting Exhibits General Information, Page 1 Exhibit 1 - Filing History ☑ Insurer Group Information, Page 2 Exhibit 2 - Rate Level History Filing Type, Page 3 Exhibit 3 - Policy Term Distribution Proposed Impact, Page 4 Exhibit 4 - Premium Adjustment Factor Reconciliation of Direct Earned Premium to Statutory Exhibit 5 - Premium Trend Factor<sup>3</sup> Data, Page 5 Homeowners Form Detail (if applicable), Page 6  $\hfill\square$  Exhibit 6 - Miscellaneous Fees and Other Charges Additional Calendar Year Data Required by Statute, Exhibit 7 - Loss and Defense & Cost Containment Expense (DCCE) Development Factors<sup>3</sup> Page 7 ☑ Miscellaneous Fees and Other Charges, Page 8 Exhibit 8 - Loss and DCCE Trend<sup>3</sup>  $\checkmark$ Exhibit 9 - Catastrophe Adjustment Forms, Page 9 ☑ Rules and Underwriting Guidelines, Page 10 Exhibit 10 - Credibility Adjustment □ Variance Request, Page 11 Exhibit 11 - Ancillary Income Filing Checklist, Page 12 Exhibit 12 - Reinsurance Premium and Recoverables ☑ Filing Memorandum Exhibit 13 - Variance Request Prior Approval Rate Template<sup>1</sup> Exhibit 14 - Rate Distribution Exhibit 15 - Rate Classification Relativities Standard Exhibits Template<sup>1</sup> Exhibit 16 - New Program Printed Rate and Rule Manual Pages<sup>1</sup> Exhibit 17 - Super Group Corporate Structure □ Underwriting Guidelines<sup>1</sup> Verification (PPA only) Forms<sup>1,2</sup> Exhibit 18 - Rules and Underwriting Guidelines Exhibit 19 - Supplemental Information □ Copies of Reinsurance Agreements<sup>1</sup> <sup>1</sup> See Prior Approval Rate Filing Instructions. Exhibit 20 - Customer Dislocation <sup>2</sup> Attach all independent forms and list all advisory organization forms. <sup>3</sup> Provide Standard Exhibits Template for these exhibits. Exhibit 21 - Insurer's Ratemaking Calculations for 

**Specialty Filings** 

# Instructions for Completing the Prior Approval Rate Template For Property & Liability Lines

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/

A rate change calculation page (i.e., '7.iRate Change Calculation) is required for each coverage (e.g., BI, PD, MP, UM, COLL, COMP, etc.), form (e.g., HO-3, HO-4, HO-6, etc.) or program (e.g., Auto Dealers, Garagekeepers, Truckers/Motor Carriers, etc.)

- for which a rate change is being requested. For each filing submitted, download a new Application and Rate Template do not "recycle" a template from a previously approved filing.
- 2) Areas of insurer input are generally identified with blue font text and/or light blue outlined boxes.

In addition to identifying the coverage, forms or programs included in this *Prior Approval Rate Template*, enter the insurer information common to all coverages in the "1.General" page, including Company Name; Line Type (Personal or Commercial);

3) General Line; Marketing System Distribution (percentage of each system used, totaling 100%); Prior Effective Date (of current rates); Proposed Effective Date (of proposed new rates); Data Aggregation Method used (accident year, report year, policy year); Most Recent Year of Experience Data; and Request for Variance, if applicable. Also indicate if this application reflects a new program.

Enter data from the insurer's Combined Annual Statement into unshaded boxes in pages 3 and 4 to generate Yield, Federal
 Income Tax on Investment Income and Excluded Expense Ratio for the insurer group. Asset yield percentages are linked to an internal California Department of Insurance file. To ensure the latest yield/ROR information is used, go to Data menu in the Excel ribbon, click "Edit Links" and then click "Open Source."

For the i<sup>th</sup> coverage, form or program, enter data into unshaded boxes of the '6.iRatemaking Data' page only. Enter
5) numerical data only. For inapplicable fields, enter 0 for dollar (\$) or percentage (%) fields and 1.00 for factors. For coverages, forms or programs requiring more than three years of data, click the "Expand to show six years" button.

On each '6.iRatemaking Data' page, rows for data associated with variance requests related to the efficiency standard arehidden unless that request is indicated on the '1.General' page. Enter variance data, if supported by a Variance Request. Final decisions regarding variances will be made by the CDI and/or administrative hearing.

On each '6.iRatemaking Data' page, rows for reinsurance data associated with lines of business for which recognition of
 reinsurance is allowable (Earthquake and certain Medical Malpractice) are hidden unless those lines are selected on the '1.General' page. If applicable, enter all requested reinsurance information.

For results regarding the ith coverage, form or program, refer to the '7.iRate Change Calculation' page. Hyperlinks areavailable at the bottom of the '6.iRatemaking Data' page and the corresponding '7.iRate Change Calculation' page for each coverage, form or program for convenient navigation between those pages.

9) If filing Advisory Organization Loss Costs with a Loss Cost Multiplier, refer to specific Instructions for Completing the LCM *Template*, to the right.

**10)** Refer to the complete Prior Approval Rate Filing Instructions for additional information.

# Instructions for Completing the Loss Cost Multiplier Calculation Within the Prior Approval Rate Template

- 1) A separate *LCM Calculation* page is available for every coverage, form or program for which a *Prior Approval Rate Template* is submitted. The *LCM Calculation* pages are hidden unless the appropriate box on the "1.General" page is selected.
- 2) For the i<sup>th</sup> coverage, form or program, enter data into unshaded boxes of the '8.iLCM Calculation' page only. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

For new program filings, enter the following data: the CDI file number associated with the approved advisory organization filing supporting the loss costs to be adopted; the AOE or LAE load as filed by the advisory organization; and the basis of that AOE or LAE load.

For existing program filings, enter the following data: the CDI file number associated with the advisory organization filing supporting the company's currently used loss costs; the current company LCM; the CDI file number(s) associated with all

- 4) changes to advisory organization loss costs since the filing underlying the company's currently used loss costs, separated by commas; and the *cumulative* percent change in loss costs identified by those CDI file number(s), both as originally filed and as adjusted for the company's distribution.
- 5) Refer to the complete Prior Approval Rate Filing Instructions for additional information.

## PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

Completed by:		Rick Workman		Date:	3/19/2018	
CDI File # (Department Use Only) :						
Company Name:		Cincinnati Insurance Compani	es			
Marketing System Distribution:		ſ	%Captive 0.0%	%Direct	%Independent 100.0%	
			0.078	0.076	100.078	
Line Type:		Commercial 🗨				
General Line :		Other Liability			•	
		ſ		7		
Proposed Effective Date (new rates):			4/1/2018			
New Program:		LCM Calculation(s) Included:		(LCM Calculation	n(s) is(are) hidden u	nless this box is checked.)
Data Aggregation:		Accident Year Data	-			
Most Recent Year of Experience Data Ending:		20174				
(Enter in YYYYQ format.)		Enter name of each coverage/form/p	program for which	a rate chanae is		
		being requested in the cells below. C				
Detailed Line Description(s)		Coverage/Form/Program	Proposed %	Prior Effective Date (current		
			Impact	rates)		
Other Liability	•	Cyber Risk	0.0%		]	
	-				-	
	▼ ▼				_	
	•				-	
	-					
	-					
	▼ -				-	
	▼ ▼				_	
L						

#### Variance Request:

Does the Ratemaking Data include a Request(s) for Variance? If yes, is Variance #3 requested for any coverage?

Variance #:	

# PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES SUMMARY

Coverage/Form/Program	Projected Annual Premium (\$)	Minimum Permitted Earned Premium (\$)	Maximum Permitted Earned Premium (\$)	Change at Minimum %	Change at Maximum %	Proposed %
Cyber Risk	2,290	1,331	2,364	-41.9%	3.2%	0.0%
Combined	2,290	1,331	2,364	-41.9%	3.2%	0.0%

Combined Total Earned Exposures for Latest Year:

10

		Average Earned Premium \$ per Exposure							
Coverage/Form/Program	Projected	Minimum Permitted	Maximum Permitted	Proposed	Projected Earned Exposures				
Cyber Risk	229.00	133.10	236.42	229.00	10				
Combined	229.00	133.10	236.42	229.00	10				

Coverage/Form/Program	Projected Annual Premium (\$)	Projected Annual Ultimate Loss & DCCE (\$)	Projected Annual Ultimate Loss & DCCE Ratio
Cyber Risk	2,290	1,595	69.7%
Combined	2,290	1,595	69.7%

## PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

		Short-Term Assets	Intermediate	-Term Assets	Long-Ter	m Assets	No Maturity
Line	Description	1 Year or Less	Over 1 Year thru 5 Years	Over 5 Years thru 10 Years	Over 10 Years thru 20 Years	Over 20 Years	Date
1.7	U.S. Governments	1,198,692	12,251,657	17,630,048			
2.7	All Other Governments			10,000,000			
3.7	States, Territories and Possessions		28,775,247	92,082,841	56,047,114		
4.7	Political Subdivisions	29,953,116	345,095,628	1,217,760,009	619,717,910	3,373,591	
5.7	Special Revenue and Assessment Obligations	17,171,913	188,687,981	941,596,557	459,024,836	8,246,620	
6.7	Industrial and Miscellaneous	261,566,335	1,279,518,752	1,299,134,383	42,248,963	8,112,872	
7.7	Hybrid Securities	0	0	0	0	0	
8.7	Parent, Subsidiaries and Affiliates	0	0	0	0	0	
9.7	SVO Identified Funds						0

Source:

Schedule D, Part 1A, Section 1 of the insurer group's most recent consolidated (combined) statutory Annual Statement.

		Short-Term Assets	Intermediate-Term Assets	Long-Term Assets
		1 Year or Less	Over 1 Year thru 10 Years	Over 10 Years
(1)	Government Bonds (Sum of Lines 1.7 & 2.7)	1,198,692	39,881,705	0
(2)	Other Taxable Bonds (Sum of Lines 6.7, 7.7, 8.7 and one-half of Line 5.7) <sup>1</sup>	270,152,292	3,143,795,404	283,997,563
(3)	Tax-Exempt Bonds (Sum of Lines 3.7, 4.7 and one-half of Line 5.7)	38,539,073	2,248,855,994	912,774,343

(Note: CCR §2644.20 refers to bond asset classes of "Credit Tenant Loans" and "Public Utilities" that are no longer recorded in the NAIC Annual Statement Schedule D, Part 1A, Section 1. Assets included in "Other Taxable Bonds" conform to the current NAIC Annual Statement Blank.)

<sup>1</sup> SVO Identified Funds are treated as Other Taxable Long-Term Bonds.

PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

Company:

Line:

(continued)

		(continued)				
		luccenteral Accente <sup>1</sup>	Currently Available	Return on Invested	Federal Income	Federal Income
		Invested Assets <sup>1</sup>	Yield <sup>2</sup>	Assets	Tax Rate	Taxes
		[1]	[2]	[3] = [1] * [2]	[4]	[5) = [3] * [4]
(1)	U.S. Government Bonds					
	(i) Short-Term	1,198,692	1.3%	16,062	21.00%	3,373
	(ii) Intermediate-Term	39,881,705	2.4%	974,443	21.00%	204,633
	(iii) Long-Term	0	2.6%	0	21.00%	0
(2)	Other Taxable Bonds					
	(i) Short-Term	270,152,292	1.5%	4,070,295	21.00%	854,762
	(ii) Intermediate-Term	3,143,795,404	3.0%	92,904,519	21.00%	19,509,949
	(iii) Long-Term	283,997,563	3.7%	10,426,723	21.00%	2,189,612
(3)	Tax-Exempt Bonds					
	(i) Short-Term	38,539,073	1.2%	458,718	5.25%	24,083
	(ii) Intermediate-Term	2,248,855,994	2.3%	50,708,981	5.25%	2,662,221
	(iii) Long-Term	912,774,343	3.2%	28,797,831	5.25%	1,511,886
(4)	Common Stock	3,937,275,202				
	(i) Dividends		2.2%	85,803,857	13.13%	11,261,756
	(ii) Capital Gains		7.8%	308,492,380	21.00%	64,783,400
(5)	Preferred Stock Dividends	174,555,523	4.7%	8,291,243	13.13%	1,088,226
(6)	Mortgage Loans	0	3.7%	0	21.00%	0
(7)	Real Estate	8,746,277	4.0%	351,114	21.00%	73,734
(8)	Cash	407,080,270	1.3%	5,454,876	21.00%	1,145,524
(9)	Other	119,103,271				
	(i) Dividends		2.2%	2,595,582	13.13%	340,670
	(ii) Capital Gains		7.8%	9,331,949	21.00%	1,959,709
(10)	Total Gross Invested Assets	11,585,955,608		608,678,572		107,613,538
(11)	Investment Expense <sup>3</sup>			6,379,655	21.00%	1,339,728
(12)	Total Net Invested Assets	11,585,955,608		602,298,917		106,273,811
(13)	Federal Income Tax: Line (12); column [5]/column [3]				17.6%	
(14)	Projected Yield on Invested Assets: Line (12), column [3]/column [1]		5.2%			
		Most Recent Calendar Year				
(15)	Loss Reserves <sup>4</sup>	3,944,059,014				
(16)	Loss Adjustment Expense Reserves <sup>4</sup>	1,094,004,599				
(17)	Unearned Premium Reserves <sup>4</sup>	2,379,585,485				
(18)	Surplus as Regards to Policyholders <sup>4</sup>	5,093,565,829				
(19)	Total Reserves and Surplus	12,511,214,927				
(20)	Projected Yield adjusted to Reserve and Surplus Base: Line (14), column [2]*Line (12), column [1]/Line (19), column [1]		4.8%			

<sup>1</sup> Source for Column [1], Lines (4) through (9): Page 2 (Assets) of the insurer group's most recent consolidated (combined) statutory Annual Statement. - Line (8) Cash: Page 2 (Assets) Line 5, cash only; cash equivalents and short-term investments are included in Schedule D.

- Line (9) Other: Page 2 (Assets) Sum of Lines 6, 8, 9 and 11.

<sup>2</sup> Currently available yields are defined in CCR §2644.20. Latest values are posted at:

http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0200-prior-approval-factors/

Month/Year (Yield): January 2018

<sup>3</sup> Source: Page 11, Line 25 of the insurer group's most recent consolidated statutory Annual Statement. Entered as a positive expense.

<sup>4</sup> Source for Column [1], Lines (15) through (18):

Page 3 (Liabilities, Surplus and Other Funds) of the insurer group's most recent consolidated statutory Annual Statement, Lines 1, 3, 9 and 37, respectively.

# EXCLUDED EXPENSE RATIO Countrywide Insurer Group Data

	2nd Prior Calendar Year	1st Prior Calendar Year	Most Recent Calendar Year
	2015	2016	2017
Countrywide direct earned premium for lines of business subject to Proposition 103 (\$):	4,020,722,000	4,202,251,000	4,406,279,000
Countrywide direct earned premium for lines of business <u><i>not</i></u> subject to Proposition 103 (\$):	378,902,000	364,592,000	345,915,000
Total countrywide direct earned premium (\$):	4,399,624,000	4,566,843,000	4,752,194,000

(Note: Total must reconcile to the countrywide direct earned premium in the Insurance Expense Exhibit, Part 3 for the insurer group.)

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

#### CCR §2644.10 (b): Executive Compensation

	2nd Prior C	alendar Year	1st Prior Ca	lendar Year	Most Recent Calendar Year		
	20	15	20	16	2017		
	Cash & Salary	Bonus	Cash & Salary	Bonus	Cash & Salary	Bonus	
1st Highest Paid	941,975	0	960,814	0	995,351	0	
2nd Highest Paid	863,477	0	887,747	0	921,351	0	
3rd Highest Paid	769,279	0	784,665	0	812,871	0	
4th Highest Paid	633,539	0	646,808	0	677,473	0	
5th Highest Paid	633,539	0	657,090	0	569,629	0	
	2nd Prior C	alendar Year	1st Prior Calendar Year		Most Recent Calendar Year		
	20	15	20	16	2017		
	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	
1st Highest Paid	902,741	39,234	919,072	41,742	936,934	58,417	
2nd Highest Paid	505,962	357,515	513,820	373,927	522,392	398,959	
3rd Highest Paid	436,576	332,703	444,003	340,662	452,117	360,754	
4th Highest Paid	371,156	262,383	377,070	269,738	383,525	293,948	
5th Highest Paid	324,256	309,283	329,190	327,900	334,571	235,058	
Total Excessive		1,301,118		1,353,969		1,347,136	

#### CCR §2644.10 (f): Institutional Advertising

	2nd Prior Ca	alendar Year	1st Prior Ca	lendar Year	Most Recent Calendar Year		
	2015		20	16	2017		
	Institutional	Non-Institutional	Institutional	Non-Institutional	Institutional	Non-Institutional	
Total Advertising <sup>1</sup>	6,635,000	0	8,179,000	0	6,800,000	0	

<sup>1</sup> Note: For each calendar year, the sum of Institutional and Non-Institutional advertising expenses must reconcile to the total advertising expenses reported in the Insurance Expense Exhibit, Part 1, Line 4 for the **insurer group**.

# EXCLUDED EXPENSE RATIO (continued) Countrywide Insurer Group Data

### Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

	2nd Prior	1st Prior	Most Recent
	Calendar Year	Calendar Year	Calendar Year
	2015	2016	2017
CCR §2644.10 (a): Political contribution and lobbying	250,825	250,687	288,656
CCR §2644.10 (b): Excessive Executive Compensation (Page 4.1)	1,301,118	1,353,969	1,347,136
CCR §2644.10 (c): Bad faith judgments and associated DCCE	462,044	112,447	1,395,820
CCR §2644.10 (d): All costs for unsuccessful defense of discrimination claims	0	0	0
CCR §2644.10 (e): Fines and penalties	51,694	98,382	188,584
CCR §2644.10 (f): Institutional advertising expenses (Page 4.1)	6,635,000	8,179,000	6,800,000
CCR §2644.10 (g): Excessive payments to affiliates	0	0	0
Total Excluded Expenses	8,700,681	9,994,485	10,020,196
Excluded Expense Ratio	0.2%	0.2%	0.2%
Three-Year Average Excluded Expense Ratio			0.2%

### FINAL ADJUSTED CDI PARAMETERS

Efficiency Standard									
			Marke	ting System Distr	ibution				
			0.0%	0.0%	100.0%				
Detailed Line Description	Line Code	Coverage/Form	Captive	Direct	Independent	Weighted Average	Variance Adjustment	Excluded Expense Ratio	Final Adjusted Efficiency Standard
Other Liability	17	Cyber Risk	35.0%	28.4%	34.3%	34.3%	0.0%	0.2%	34.1%

			Reserve	Leverage Factor Reserves Ratio (Variance 3 not applied)		Yields, Rate of Return & Premium Tax Values as of January 2018			
Detailed Line Description	Line Code	Coverage/Form	Unearned Premium Reserves	Loss Reserves	Raw Factor	Variance Adjustment	Final Adjusted Leverage Factor	Yield	4.8%
Other Liability	17	Cyber Risk	0.5695	3.3331	0.4068	1.0000	0.4068	FIT	17.6%
								Premium Tax Rate	2.4%
								Risk Free Rate of Return	2.0%

Variance #(s):

## **RATEMAKING DATA**

Completed by:	Rick Workman	
Date Completed:	3/19/2018	
Detailed Line Description:	Other Liability	
Coverage:	Cyber Risk	

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected <sup>1</sup>	New Program <sup>2</sup>
(0)	Year		20154	20164	20174		
(1)	California Direct Written Premium						2,290
(2)	California Direct Earned Premium						2,290
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor <sup>1</sup>	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					0
(6)	Earned Exposure Units						10
(7)	Historic Losses						1,100
(8)	Historic Defense and Cost Containment Expense (DCCE)						495
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor <sup>1</sup>	Exh 8					
(12)	DCCE Trend Factor <sup>1</sup>	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Experience Credibility	Exh 10					
(15)	Ancillary Income	Exh 11					0

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2			0.2%
(1/)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2			17.6%
(18)	Projected Yield	Pg 3.2			4.8%

<sup>1</sup> The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

<sup>2</sup> Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

### **VARIANCE - NONE**

## **RATE CHANGE CALCULATION**

Completed by:	Rick Workman
Date Completed:	3/19/2018
Prior Effective Date:	
Proposed Effective Date:	4/1/2018
Detailed Line Description:	Other Liability
Coverage:	Cyber Risk

Data Provided by Filer	20154	20164	20174	Projected
Prem_Written				2,290
Prem_Earned				2,290
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				0
Exposures_Earned				10
Losses				1,100
DCCE				495
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				0
Credibility				100.0%
ExpRatio_Excluded				0.2%
FIT_Inv				17.6%
Yield				4.8%

#### **CDI** Parameters

FIT_UW		21.0%
EffStd_Final	Data as of: 2016	34.1%
LevFact_Final	Data as of: 2016	0.41
PremTaxRate		2.4%
Surplus Ratio		2.46
ResRatio_UPR	Data as of: 2016	0.57
ResRatio_Loss	Data as of: 2016	3.33
ROR_RiskFree	Data as of: January 2018	2.0%
ROR_Min		-6.0%
ROR_Max		8.0%

Calculations	20154	20164	20174	
Prem_Adjusted				2,290
Losses_Adjusted				1,100
DCCE_Adjusted				495
LossDCCERatio_Adjusted				69.7%
TCRLP_perExp				229.00
LossDCCE_perExp				159.50
CompLossDCCE_perExp				154.49
CredLoss_perExp				159.50
Anc_Inc_perExp				0.00
InvInc_Fixed				16.7%
InvInc_Variable				15.2%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				24.9%
Min_Profit				-18.7%
UW_Profit				-1.5%
Min_Denom				1.00
Max_Denom				0.56
Min_Premium				\$133.10
Max_Premium				\$236.42
CHANGE_AT_MIN				-41.9%
CHANGE_AT_MAX				3.2%

# Instructions for Completing the Prior Approval Rate Template For Property & Liability Lines

Note: For information on populating the application in its entirety, including the Prior Approval Rate Application, Prior Approval Rate Template and Standard Exhibits Template, refer to the complete Prior Approval Rate Filing Instructions posted in PDF format on the CDI website, below:

http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/

A rate change calculation page (i.e., '7.iRate Change Calculation) is required for each coverage (e.g., BI, PD, MP, UM, COLL, COMP, etc.), form (e.g., HO-3, HO-4, HO-6, etc.) or program (e.g., Auto Dealers, Garagekeepers, Truckers/Motor Carriers, etc.)

- for which a rate change is being requested. For each filing submitted, download a new Application and Rate Template do not "recycle" a template from a previously approved filing.
- 2) Areas of insurer input are generally identified with blue font text and/or light blue outlined boxes.

In addition to identifying the coverage, forms or programs included in this *Prior Approval Rate Template*, enter the insurer information common to all coverages in the "1.General" page, including Company Name; Line Type (Personal or Commercial);

3) General Line; Marketing System Distribution (percentage of each system used, totaling 100%); Prior Effective Date (of current rates); Proposed Effective Date (of proposed new rates); Data Aggregation Method used (accident year, report year, policy year); Most Recent Year of Experience Data; and Request for Variance, if applicable. Also indicate if this application reflects a new program.

4) Enter data from the insurer's Combined Annual Statement into unshaded boxes in pages 3 and 4 to generate Yield, Federal
 a) Income Tax on Investment Income and Excluded Expense Ratio for the insurer group. Asset yield percentages are linked to an internal California Department of Insurance file. To ensure the latest yield/ROR information is used, go to Data menu in the Excel ribbon, click "Edit Links" and then click "Open Source."

For the i<sup>th</sup> coverage, form or program, enter data into unshaded boxes of the '6.iRatemaking Data' page only. Enter
5) numerical data only. For inapplicable fields, enter 0 for dollar (\$) or percentage (%) fields and 1.00 for factors. For coverages, forms or programs requiring more than three years of data, click the "Expand to show six years" button.

On each '6.iRatemaking Data' page, rows for data associated with variance requests related to the efficiency standard arehidden unless that request is indicated on the '1.General' page. Enter variance data, if supported by a Variance Request. Final decisions regarding variances will be made by the CDI and/or administrative hearing.

On each '6.iRatemaking Data' page, rows for reinsurance data associated with lines of business for which recognition of
 reinsurance is allowable (Earthquake and certain Medical Malpractice) are hidden unless those lines are selected on the '1.General' page. If applicable, enter all requested reinsurance information.

For results regarding the ith coverage, form or program, refer to the '7.iRate Change Calculation' page. Hyperlinks areavailable at the bottom of the '6.iRatemaking Data' page and the corresponding '7.iRate Change Calculation' page for each coverage, form or program for convenient navigation between those pages.

9) If filing Advisory Organization Loss Costs with a Loss Cost Multiplier, refer to specific Instructions for Completing the LCM *Template*, to the right.

**10)** Refer to the complete Prior Approval Rate Filing Instructions for additional information.

# Instructions for Completing the Loss Cost Multiplier Calculation Within the Prior Approval Rate Template

- 1) A separate *LCM Calculation* page is available for every coverage, form or program for which a *Prior Approval Rate Template* is submitted. The *LCM Calculation* pages are hidden unless the appropriate box on the "1.General" page is selected.
- 2) For the i<sup>th</sup> coverage, form or program, enter data into unshaded boxes of the '8.iLCM Calculation' page only. Areas of insurer input are generally identified with **blue font text** and/or light blue outlined boxes.

For new program filings, enter the following data: the CDI file number associated with the approved advisory organization **3)** filing supporting the loss costs to be adopted; the AOE or LAE load as filed by the advisory organization; and the basis of that AOE or LAE load.

For existing program filings, enter the following data: the CDI file number associated with the advisory organization filing supporting the company's currently used loss costs; the current company LCM; the CDI file number(s) associated with all

- 4) changes to advisory organization loss costs since the filing underlying the company's currently used loss costs, separated by commas; and the *cumulative* percent change in loss costs identified by those CDI file number(s), both as originally filed and as adjusted for the company's distribution.
- 5) Refer to the complete Prior Approval Rate Filing Instructions for additional information.

## PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES GENERAL INFORMATION

	Rick Workman		Date:	3/19/2018
CDI File # (Department Use Only) :				
Company Name:	Cincinnati Insurance Compani	es		
Narketing System Distribution:	[	%Captive 0.0%	%Direct	%Independent 100.0%
ine Type:	Commercial 🔻			
General Line :	Other Liability			•
Proposed Effective Date (new rates):	[	4/1/2018	]	
New Program:	LCM Calculation(s) Included:		(LCM Calculation	n(s) is(are) hidden unless this box is che
Data Aggregation:	Accident Year Data	•		
Most Recent Year of Experience Data Ending: Enter in YYYYQ format.)	20174			
	Enter name of each coverage/form/p being requested in the cells below. C			
Detailed Line Description(s)	Coverage/Form/Program	Proposed % Impact	Prior Effective Date (current rates)	
Other Liability	Cyber Risk	0.0%		-
• • •				_
				-
▼				
•				
-				
•				

#### Variance Request:

Does the Ratemaking Data include a Request(s) for Variance? If yes, is Variance #3 requested for any coverage?

N	•
N	•

Variance #:	

# PRIOR APPROVAL RATE TEMPLATE FOR PROPERTY & LIABILITY LINES SUMMARY

Coverage/Form/Program	Projected Annual Premium (\$)	Minimum Permitted Earned Premium (\$)	Maximum Permitted Earned Premium (\$)	Change at Minimum %	Change at Maximum %	Proposed %
Cyber Risk	2,290	1,349	2,406	-41.1%	5.1%	0.0%
Combined	2,290	1,349	2,406	-41.1%	5.1%	0.0%

Combined Total Earned Exposures for Latest Year:

10

		Average Earned Premium \$ per Exposure					
Coverage/Form/Program	Projected	Minimum Permitted	Maximum Permitted	Proposed	Projected Earned Exposures		
Cyber Risk	229.00	134.87	240.63	229.00	10		
Combined	229.00	134.87	240.63	229.00	10		

Coverage/Form/Program	Projected Annual Premium (\$)	Projected Annual Ultimate Loss & DCCE (\$)	Projected Annual Ultimate Loss & DCCE Ratio
Cyber Risk	2,290	1,595	69.7%
Combined	2,290	1,595	69.7%

## PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

		Short-Term Assets	Intermediate	e-Term Assets	Long-Ter	No Maturity	
Line	Description	1 Year or Less	Over 1 Year thru 5 Years	Over 5 Years thru 10 Years	Over 10 Years thru 20 Years	Over 20 Years	Date
1.7	U.S. Governments	0	3,089,174	6,789,046	0	0	
2.7	All Other Governments	0	0	10,000,000	0	0	
3.7	States, Territories and Possessions	0	14,771,112	79,959,392	39,830,470	0	
4.7	Political Subdivisions	21,079,927	310,954,861	1,186,188,842	494,644,730	0	
5/	Special Revenue and Assessment Obligations	6,356,470	211,868,069	791,630,142	339,121,033	1,000,000	
6.7	Industrial and Miscellaneous	210,792,306	1,454,091,008	1,289,677,179	51,276,049	8,114,884	
7.7	Hybrid Securities	0	0	0	0	0	
8.7	Parent, Subsidiaries and Affiliates	0	0	0	0	0	
9.7	SVO Identified Funds						0

Source:

Schedule D, Part 1A, Section 1 of the insurer group's most recent consolidated (combined) statutory Annual Statement.

		Short-Term Assets	Intermediate-Term Assets	Long-Term Assets
		1 Year or Less	Over 1 Year thru 10 Years	Over 10 Years
(1)	Government Bonds (Sum of Lines 1.7 & 2.7)	0	19,878,220	0
(2)	Other Taxable Bonds (Sum of Lines 6.7, 7.7, 8.7 and one-half of Line 5.7) <sup>1</sup>	213,970,541	3,245,517,293	229,451,450
(3)	Tax-Exempt Bonds (Sum of Lines 3.7, 4.7 and one-half of Line 5.7)	24,258,162	2,093,623,313	704,535,717

(Note: CCR §2644.20 refers to bond asset classes of "Credit Tenant Loans" and "Public Utilities" that are no longer recorded in the NAIC Annual Statement Schedule D, Part 1A, Section 1. Assets included in "Other Taxable Bonds" conform to the current NAIC Annual Statement Blank.)

<sup>1</sup> SVO Identified Funds are treated as Other Taxable Long-Term Bonds.

#### PROJECTED YIELD AND FEDERAL INCOME TAX RATE ON INVESTMENT INCOME

Company:

Line:

(continued)

		(continued)				
		Invested Assets <sup>1</sup>	Currently Available Yield <sup>2</sup>	Return on Invested Assets	Federal Income Tax Rate	Federal Income Taxes
		[1]	[2]	[3] = [1] * [2]	[4]	[5] = [3] * [4]
(1)	U.S. Government Bonds	[1]	[2]	[3] – [1] [2]	[4]	[3] = [3] [4]
(1)	(i) Short-Term	0	1.3%	0	21.00%	0
	(ii) Intermediate-Term	19,878,220	2.4%	485,691	21.00%	101,995
(-)	(iii) Long-Term	0	2.6%	0	21.00%	0
(2)	Other Taxable Bonds					
	(i) Short-Term	213,970,541	1.5%	3,223,823	21.00%	677,003
	(ii) Intermediate-Term	3,245,517,293	3.0%	95,910,574	21.00%	20,141,221
	(iii) Long-Term	229,451,450	3.7%	8,424,110	21.00%	1,769,063
(3)	Tax-Exempt Bonds					
	(i) Short-Term	24,258,162	1.2%	288,737	5.25%	15,159
	(ii) Intermediate-Term	2,093,623,313	2.3%	47,208,672	5.25%	2,478,455
	(iii) Long-Term	704,535,717	3.2%	22,227,948	5.25%	1,166,967
(4)	Common Stock	3,473,318,236				
	(i) Dividends		2.2%	75,692,982	13.13%	9,934,704
	(ii) Capital Gains		7.8%	272,140,543	21.00%	57,149,514
(5)	Preferred Stock Dividends	184,402,243	4.7%	8,758,954	13.13%	1,149,613
(6)	Mortgage Loans	0	3.7%	0	21.00%	0
(7)	Real Estate	8,986,709	4.0%	360,766	21.00%	75,761
(8)	Cash	456,698,798	1.3%	6,119,764	21.00%	1,285,150
(9)	Other	68,128,040				
. ,	(i) Dividends		2.2%	1,484,694	13.13%	194,866
	(ii) Capital Gains		7.8%	5,337,951	21.00%	1,120,970
(10)	Total Gross Invested Assets	10,722,768,720		547,665,208		97,260,440
(10)	Investment Expense <sup>3</sup>	10), 11), 00), 10		5,752,365	21.00%	1,207,997
(11)	Total Net Invested Assets	10,722,768,720		541,912,843	21.00%	96,052,444
(13)	Federal Income Tax: Line (12); column [5]/column [3]	10), 22), 00), 20		0.11,012,010	17.7%	50,002,
(14)	Projected Yield on Invested Assets: Line (12), column [3]/column [1]		5.1%		277770	
		Most Recent Calendar Year				
(15)	Loss Reserves <sup>4</sup>	3,726,643,604				
(16)	Loss Adjustment Expense Reserves <sup>4</sup>	1,015,281,139				
(17)	Unearned Premium Reserves <sup>4</sup>	2,260,965,073				
(18)	Surplus as Regards to Policyholders <sup>4</sup>	4,685,961,515				
(19)	Total Reserves and Surplus	11,688,851,331				
(20)	Projected Yield adjusted to Reserve and Surplus Base: Line (14), column [2]*Line (12), column [1]/Line (19), column [1]		4.6%			

<sup>1</sup> Source for Column [1], Lines (4) through (9): Page 2 (Assets) of the insurer group's most recent consolidated (combined) statutory Annual Statement. - Line (8) Cash: Page 2 (Assets) Line 5, cash only; cash equivalents and short-term investments are included in Schedule D. - Line (9) Other: Page 2 (Assets) Sum of Lines 6, 8, 9 and 11.

<sup>2</sup> Currently available yields are defined in CCR §2644.20. Latest values are posted at:

http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0200-prior-approval-factors/

Month/Year (Yield): January 2018

<sup>3</sup> Source: Page 11, Line 25 of the insurer group's most recent consolidated statutory Annual Statement. Entered as a positive expense.

<sup>4</sup> Source for Column [1], Lines (15) through (18):

Page 3 (Liabilities, Surplus and Other Funds) of the insurer group's most recent consolidated statutory Annual Statement, Lines 1, 3, 9 and 37, respectively.

# **EXCLUDED EXPENSE RATIO Countrywide Insurer Group Data**

	2nd Prior Calendar	1st Prior Calendar	Most Recent
	Year	Year	Calendar Year
	2014	2015	<b>2016</b>
Countrywide direct earned premium for lines of business subject to Proposition 103 (\$):	3,669,185,000	3,842,025,000	4,010,713,000
Countrywide direct earned premium for lines of business <u><b>not</b></u> subject to Proposition 103 (\$):	386,360,000	380,570,000	366,968,000
Total countrywide direct earned premium (\$):	4,055,545,000	4,222,595,000	4,377,681,000

Tot

(Note: Total must reconcile to the countrywide direct earned premium in the Insurance Expense Exhibit, Part 3 for the insurer group.)

Check box if the excluded expenses entered in this page are derived on a countrywide, group basis 

#### CCR §2644.10 (b): Executive Compensation

	2nd Prior Ca	alendar Year	1st Prior Ca	lendar Year	Most Recent	Calendar Year
	20	14	20	15	2016	
	Cash & Salary	Bonus	Cash & Salary	Bonus	Cash & Salary	Bonus
1st Highest Paid	922,846	0	941,975	0	960,814	0
2nd Highest Paid	845,942	0	863,477	0	887,747	0
3rd Highest Paid	753,658	0	769,279	0	784,665	0
4th Highest Paid	617,769	0	633,539	0	657,090	0
5th Highest Paid	617,769	0	633,539	0	646,808	0
	•					
	2nd Prior C	alendar Year	1st Prior Calendar Year		Most Recent Calendar Year	
	20	14	2015		2016	
	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount	Maximum Permissible	Excessive Amount
1st Highest Paid	869,823	53,023	886,231	55,744	901,828	58,986
2nd Highest Paid	490,061	355,881	497,998	365,479	505,522	382,225
3rd Highest Paid	421,581	332,077	429,060	340,219	436,161	348,504
4th Highest Paid	359,196	258,573	365,164	268,375	370,825	286,265
5th Highest Paid	314,267	303,502	319,253	314,286	323,979	322,829
Total Excessive		1,303,055		1,344,103		1,398,809

#### CCR §2644.10 (f): Institutional Advertising

	2nd Prior Ca	alendar Year	1st Prior Ca	lendar Year	Most Recent Calendar Year 2016		
	20	14	20	15			
	Institutional Non-Institutional		Institutional	Non-Institutional	Institutional	Non-Institutional	
Total Advertising <sup>1</sup>	<sup>1</sup> 4,273,000		6,635,000	0	8,179,000	0	

<sup>1</sup> Note: For each calendar year, the sum of Institutional and Non-Institutional advertising expenses must reconcile to the total advertising expenses reported in the Insurance Expense Exhibit, Part 1, Line 4 for the insurer group.

# EXCLUDED EXPENSE RATIO (continued) Countrywide Insurer Group Data

### Check box if the excluded expenses entered in this page are derived on a countrywide, group basis

	2nd Prior	1st Prior	Most Recent
	Calendar Year	Calendar Year	Calendar Year
	2014	2015	2016
CCR §2644.10 (a): Political contribution and lobbying	250,825	250,687	288,656
CCR §2644.10 (b): Excessive Executive Compensation (Page 4.1)	1,303,055	1,344,103	1,398,809
CCR §2644.10 (c): Bad faith judgments and associated DCCE	3,515,567	462,044	112,447
CCR §2644.10 (d): All costs for unsuccessful defense of discrimination claims	0	0	0
CCR §2644.10 (e): Fines and penalties	100,243	51,694	94,177
CCR §2644.10 (f): Institutional advertising expenses (Page 4.1)	4,273,000	6,635,000	8,179,000
CCR §2644.10 (g): Excessive payments to affiliates	0	0	0
Total Excluded Expenses	9,442,690	8,743,528	10,073,089
Excluded Expense Ratio	0.2%	0.2%	0.2%
Three-Year Average Excluded Expense Ratio			0.2%

### FINAL ADJUSTED CDI PARAMETERS

Efficiency Standard									
			Marke	Marketing System Distribution					
			0.0%	0.0%	100.0%				
Detailed Line Description	Line Code	Coverage/Form	Captive	Direct	Independent	Weighted Average	Variance Adjustment	Excluded Expense Ratio	Final Adjusted Efficiency Standard
Other Liability	17	Cyber Risk	35.0%	28.4%	34.3%	34.3%	0.0%	0.2%	34.1%

			Reserve	es Ratio	Leverage Factor (Variance 3 not applied)		Yields, Rate of Return & Premium Tax Values as of January 2018		
Detailed Line Description	Line Code	Coverage/Form	Unearned Premium Reserves	Loss Reserves	Raw Factor	Variance Adjustment	Final Adjusted Leverage Factor	Yield	4.6%
Other Liability	17	Cyber Risk	0.5695	3.3331	0.4068	1.0000	0.4068	FIT	17.7%
								Premium Tax Rate	2.4%
								Risk Free Rate of Return	2.0%

Variance #(s):

## **RATEMAKING DATA**

Completed by:	Rick Workman	
Date Completed:	3/19/2018	
Detailed Line Description:	Other Liability	
Coverage:	Cyber Risk	

Line	Description	Source	2nd Prior Year Ending	1st Prior Year Ending	Most Recent Year Ending	Projected <sup>1</sup>	New Program <sup>2</sup>
(0)	Year		20154	20164	20174		
(1)	California Direct Written Premium						2,290
(2)	California Direct Earned Premium						2,290
(3)	Premium Adjustment Factor	Exh 4					
(4)	Premium Trend Factor <sup>1</sup>	Exh 5					
(5)	Miscellaneous Fees and Flat Charges not included in Line (2)	Exh 6					0
(6)	Earned Exposure Units						10
(7)	Historic Losses						1,100
(8)	Historic Defense and Cost Containment Expense (DCCE)						495
(9)	Loss Development Factor	Exh 7					
(10)	DCCE Development Factor	Exh 7					
(11)	Loss Trend Factor <sup>1</sup>	Exh 8					
(12)	DCCE Trend Factor <sup>1</sup>	Exh 8					
(13)	Catastrophe Adjustment Factor	Exh 9					
(14)	Experience Credibility	Exh 10					
(15)	Ancillary Income	Exh 11					0

Lines 16-18 link directly to pages 3 and 4 of the rate template.

(16)	Excluded Expense Ratio	Pg 4.2			0.2%
(17)	Projected Federal Income Tax Rate on Investment Income	Pg 3.2			17.7%
(18)	Projected Yield	Pg 3.2			4.6%

<sup>1</sup> The Projected column should reflect the annual trend expressed as a percentage for premium, loss and DCCE trends, and credibility.

<sup>2</sup> Refer to Section III.C. of the Prior Approval Rate Filing Instructions for New Program requirements.

#### **VARIANCE - NONE**

#### **RATE CHANGE CALCULATION**

Completed by:	Rick Workman
Date Completed:	3/19/2018
Prior Effective Date:	
Proposed Effective Date:	4/1/2018
Detailed Line Description:	Other Liability
Coverage:	Cyber Risk

Data Provided by Filer	20154	20164	20174	Projected
Prem_Written				2,290
Prem_Earned				2,290
Prem_Adj				
Prem_Trend				0.0%
Misc_Fees				0
Exposures_Earned				10
Losses				1,100
DCCE				495
Loss_Devt				
DCCE_Devt				
Loss_Trend				0.0%
DCCE_Trend				0.0%
CAT_Adj				
Anc_Income				0
Credibility				100.0%
ExpRatio_Excluded				0.2%
FIT_Inv				17.7%
Yield				4.6%

#### **CDI** Parameters

FIT_UW		21.0%
EffStd_Final	Data as of: 2016	34.1%
LevFact_Final	Data as of: 2016	0.41
PremTaxRate		2.4%
Surplus Ratio		2.46
ResRatio_UPR	Data as of: 2016	0.57
ResRatio_Loss	Data as of: 2016	3.33
ROR_RiskFree	Data as of: January 2018	2.0%
ROR_Min		-6.0%
ROR_Max		8.0%

Calculations	20154	20164	20174	
Prem_Adjusted				2,290
Losses_Adjusted				1,100
DCCE_Adjusted				495
LossDCCERatio_Adjusted				69.7%
TCRLP_perExp				229.00
LossDCCE_perExp				159.50
CompLossDCCE_perExp				151.79
CredLoss_perExp				159.50
Anc_Inc_perExp				0.00
InvInc_Fixed				16.1%
InvInc_Variable				14.6%
Net_AnnualTrend				0.0%
Comp_Trend				0.0%
Max_Profit				24.9%
Min_Profit				-18.7%
UW_Profit				-0.3%
Min_Denom				0.99
Max_Denom				0.56
Min_Premium				\$134.87
Max_Premium				\$240.63
CHANGE_AT_MIN				-41.1%
CHANGE_AT_MAX				5.1%

#### **CYBER RISK RATING**

#### DATA DEFENDER COVERAGE

Determining the premium for Data Defender Coverage is straightforward. For Data Defender Coverage, simply find the premium in the table on manual pages CIL-1.3.1 thru 1.3.3 associated with the selected Tier (Tier 1 - 5) and desired Annual Aggregate Limit of Insurance.

#### NETWORK DEFENDER COVERAGE

Determining the premium for Network Defender Coverage is straightforward. For Network Defender Coverage, simply find the premiums in the two tables (1. Computer Attack Coverage and 2. Network Security & Electronic Media Liability Coverage) on manual page CIL-2.2 associated with the desired Annual Aggregate Limits of Insurance.

#### **CYBER DEFENSE COVERAGE**

**Rating Algorithm:** 

## Insuring Agreement A. Response Expenses & Insuring Agreement D. Identity Recovery

Base Premium (based on Annual Revenue) from table on manual page CIL-3.3 X Increased Limits Factor X Unrelated Records Factor X Deductible Factor X Individual Risk Modifier Factor = Premium

Insuring Agreement B. Computer Attack & Insuring Agreement C. Cyber Extortion Base Premium (based on Annual Revenue) from table on manual page CIL-3.9 X Industry Hazard Factor X Third Party System Factor X Increased Limits Factor X Deductible Factor X Individual Risk Modifier Factor = Premium

#### **CYBER DEFENSE COVERAGE (continued)**

#### Insuring Agreement E. Data Compromise Liability

Base Premium (based on Annual Revenue) from table on manual page CIL-3.13  $\chi$ Increased Limits Factor  $\chi$ Unrelated Records Factor  $\chi$ Deductible Factor  $\chi$ Claims-Made Factor  $\chi$ Individual Risk Modifier Factor = Premium

## Insuring Agreement F. Network Security Liability & Insuring Agreement G. Electronic Media Liability

Base Premium (based on Annual Revenue) from table on manual page CIL-3.16 X Industry Hazard Factor X Third Party Systems Factor X Increased Limits Factor X Deductible Factor X Claims-Made Factor X Individual Risk Modifier Factor = Premium

#### CYBER DEFENSE COVERAGE

#### **Rating Example:**

## Insuring Agreement A. Response Expenses & Insuring Agreement D. Identity Recovery

Base Premium (based on \$5,000,000 Annual Revenue) from table on manual page CIL-3.3 \$990		
Х		
Increased Limits Factor X	0.80 (Coverage A Limit of \$1,000,000 / Hazard Class 1)	
Unrelated Records Factor X	1.50 (150,000 unrelated records x 0.00001 factor)	
Deductible Factor X	1.00 (\$10,000 deductible)	
Individual Risk Modifier Factor	0.90	
Premium	\$1,069	

#### Insuring Agreement B. Computer Attack & Insuring Agreement C. Cyber Extortion Base Premium (based on \$5,000,000 Annual Revenue) from table on manual page CIL-3.9

Base Premium (based on \$5,0	\$898
Х	
Industry Hazard Factor X	1.00 (low hazard class)
Third Party System Factor X	1.20 (low risk)
Increased Limits Factor X	1.00 (\$1,000,000 limit)
Deductible Factor X	1.00 (\$10,000 deductible)
Individual Risk Modifier Factor	0.90
Premium	\$970

#### CYBER DEFENSE COVERAGE (continued)

#### Insuring Agreement E. Data Compromise Liability

Base Premium (based on \$5,0	00,000 Annual Revenue) from table on manual page CIL-3.13 \$591
Х	
Increased Limits Factor X	0.80 (\$1,000,000 limit / Hazard Class 1)
Unrelated Records Factor X	1.50 (150,000 unrelated records x 0.00001 factor)
Deductible Factor X	1.00 (\$10,000 deductible)
Claims-Made Factor X	1.00 (3 or more years)
Individual Risk Modifier Factor	0.90
Premium	\$638

# Insuring Agreement F. Network Security Liability & Insuring Agreement G. Electronic Media Liability Base Premium (based on \$5,000,000 Annual Revenue) from table on manual page CIL-3.16

	\$789
Х	
Industry Hazard Factor X	1.00 (low hazard class)
Third Party Systems Factor X	1.20 (low risk)
Increased Limits Factor X	1.00 (\$1,000,000 limit)
Deductible Factor X	1.00 (\$10,000 deductible)
Claims-Made Factor X	1.00 (3 or more years)
Individual Risk Modifier Factor =	0.90
Premium	\$852

#### CALIFORNIA DIVISION SEVENTEEN – CYBER RISK FORMS MEMORANDUM

#### REPLACED/ WITHDRAWN FORM

**NEW FORM** 

#### **TITLE/DESCRIPTION OF CHANGE**

In this filing, we are introducing our Cyber Risk Coverage Forms. HC prefix forms are for use on policies issued by our Commercial Lines Department.

HC 002 01 18	 SUPPLEMENTAL QUESTIONNAIRE FOR INCREASED LIMITS ON CINCINNATI DATA DEFENDER™/CINCINNATI NETWORK DEFENDER™
HC 004 01 18	 APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE
HC 005 01 18	 NON-BINDING INDICATION APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE This new application is shorter and is used only for the purposes of a premium quote.
HC 102 01 18	 CINCINNATI DATA DEFENDER™ COVERAGE FORM
HC 103 01 18	 CINCINNATI NETWORK DEFENDER™ COVERAGE FORM
HC 104 01 18	 CINCINNATI CYBER DEFENSE™ COVERAGE FORM
HC 455 01 16	 SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT
HC 456 01 16	 SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT
HC 476 01 16	 WARRANTY STATEMENT The statement accompanies a mid-term request for additional coverage or an increase to the limit of insurance.
HC 4131 01 18	 ADDITIONAL INSURED This endorsement is used to add any entity other than a franchisor as an additional insured.
HC 4132 01 18	 ADDITIONAL INSURED - GRANTOR OF FRANCHISE This endorsement is used to add a franchisor as an additional insured to a franchisee's policy.
HC 502 01 18	 CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC 503 01 18	 CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS
HC 504 01 18	 CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS

NEW FORM	REPLACED/ WITHDRAWN FORM	TITLE/DESCRIPTION OF CHANGE
HC 505 01 18		CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC 506 01 18		CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS
HC 507 01 18		CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS
IA 319 01 15		EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
IA 407 09 09		GENERAL CHANGE ENDORSEMENT
IA 4236 CA 01 15		POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE - CALIFORNIA
IA 4238 01 15		CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA 4392 CA 12 11		CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

#### Exhibit 16

#### **Cincinnati Insurance Companies**

California

#### Cyber Risk

#### **New Program**

The Cincinnati Insurance Companies are proposing to introduce Cyber Risk Coverage to our product portfolio. The rates for this product have been developed in the absence of credible data specific to the applicable coverages. The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges primarily from publicly available data about events that would be covered by this program.

The Cincinnati Insurance Companies has these same rates filed and approved in 43 states and Washington, DC.

The Cincinnati Insurance Companies' Cyber Risk Program provides options for data privacy exposures our insureds and their customers face if the insured business experiences a data breach. It also provides both first- and third-party coverages for technology exposure of our insureds' computer systems and data.

There are two levels of coverage options at limits and prices to fit our insureds' needs and budgets: • The Portfolio level products include two complementary coverage parts, Cincinnati Data Defender™ and Cincinnati Network Defender™, that offer lower coverage limits and modest premiums. These options can stand alone or work together and are most attractive for small and medium-sized businesses.

• The Transactional level product, Cincinnati Cyber Defense<sup>™</sup>, offers higher coverage limits, broader coverage and a variety of robust coverage options. This product works best for larger risks with potentially more exposure.

#### CALIFORNIA DIVISION SEVENTEEN – CYBER RISK FORMS MEMORANDUM

#### REPLACED/ WITHDRAWN FORM

**NEW FORM** 

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HC 005 01 18	 NON-BINDING INDICATION APPLICATION FOR CINCINNATI CYBER DEFENSE™ COVERAGE This new application is shorter and is used only for the purposes of a premium quote.
HC 102 01 18	 CINCINNATI DATA DEFENDER™ COVERAGE FORM
HC 103 01 18	 CINCINNATI NETWORK DEFENDER™ COVERAGE FORM
HC 104 01 18	 CINCINNATI CYBER DEFENSE™ COVERAGE FORM
HC 455 01 16	 SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT
HC 456 01 16	 SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT
HC 476 01 16	 WARRANTY STATEMENT The statement accompanies a mid-term request for additional coverage or an increase to the limit of insurance.
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HC 502 01 18	 CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC 503 01 18	 CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS
HC 504 01 18	 CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS

NEW FORM	REPLACED/ WITHDRAWN FORM	TITLE/DESCRIPTION OF CHANGE
HC 505 01 18		CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC 506 01 18		CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS
HC 507 01 18		CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS
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IA 4238 01 15		CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA 4392 CA 12 11		CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

	Cincinnati Inau	rance Companies	
		formio	
	Cali	fornia	
	Detail of Fines and Pena	Ilties - Calendar Year 2015	
	Payee Name	More Info	Date
	COMMISSIONER	WC Penalty	1/29/2015
	WORKERS COMPENSATION ADMINISTRATION	WC Penalty	5/21/2015
	TREASURER, STATE OF CONNECTICUT	WC Penalty	6/15/2015
	COMMISSIONER	WC Penalty	8/17/2015
	SANDRA SALTER	WC Penalty	11/17/2015
	WI COMPENSATION RATING BUREAU	WC Penalty	1/7/2015
	LABOR COMMISSION	WC Fine	2/6/2015
	STATE OF MAINE	WC Fine	2/6/2015
	WI COMPENSATION RATING BUREAU	WC Penalty	2/6/2015
	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	3/13/2015
	LABOR COMMISSION	WC Fine	3/18/2015
100.000	LABOR COMMISSION	WC Fine	4/3/2015
150.000	LABOR COMMISSION	WC Fine	4/9/2015
800.000	TREASURER OF VIRGINIA	WC Penalty	4/23/2015
50.000	LABOR COMMISSION	WC Fine	5/14/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	5/22/2015
450.000	LABOR COMMISSION	WC Fine	6/5/2015
450.000	WI COMPENSATION RATING BUREAU	WC Fine	7/10/2015
800.000	TREASURER OF VIRGINIA	WC Penalty	7/15/2015
150.000	LABOR COMMISSION	WC Fine	7/27/2015
300.000	WI COMPENSATION RATING BUREAU	WC Fine	9/8/2015
150.000	WI COMPENSATION RATING BUREAU	WC Fine	10/9/2015
100.000	LABOR COMMISSION	WC Fine	10/15/2015
300.000	LABOR COMMISSION	WC Fine	10/15/2015
	TREASURER OF VIRGINIA	WC Penalty	10/28/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	11/9/2015
	WI COMPENSATION RATING BUREAU	WC Fine	11/9/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	11/13/2015
	STATE OF MAINE	WC Fine	12/8/2015
	WI COMPENSATION RATING BUREAU	WC Fine	12/8/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	12/30/2015
	TREASURER OF VIRGINIA	WC Fine	1/26/2015
	STATE OF SOUTH CAROLINA	WC Fine	2/6/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	2/23/2015
	STATE OF SOUTH CAROLINA	WC Fine	4/17/2015
	NORTH CAROLINA RATE BUREAU	WCFine	5/20/2015
	SOUTH CAROLINA WORKERS COMPENSATION	WCFine	5/28/2015
	SOUTH CAROLINA WORKERS COMPENSATION	WCFine	6/5/2015
	NORTH CAROLINA RATE BUREAU	WCFine	7/7/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	7/22/2015
	ARKANSAS WORKERS COMPENSATION	WC Fine	7/30/2015
	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015

705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
400.000	NORTH CAROLINA RATE BUREAU	WC Fine	8/12/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/15/2015
100.000	NORTH CAROLINA RATE BUREAU	WC Fine	10/15/2015
389.630	STATE OF SOUTH CAROLINA	WC Penalty	10/21/2015
175.000	TREASURER STATE OF CONNECTICUT	State Fine	12/10/2015
	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	12/24/2015
900.000	UNITED STATES TREASURY	WC Penalty	5/7/2015
	NEYDA SCHULTZ AND HER ATTORNEY BRYANT	WC Penalty	3/9/2015
	FIELDS LAW FIRM	WC Penalty	11/9/2015
	UNITED STATES TREASURY	WC Penalty	5/7/2015
	TREASURER, STATE OF CONNECTICUT	WC Penalty	6/15/2015
	MINNESOTA REVENUE	State Audit Payment	10/14/2015
	WORKERS COMPENSATION RATING AND	WC Fine	10/15/2015
	WORKERS COMPENSATION RATING AND	WC Fine	12/15/2015
	CITY OF MOBILE	Local Government Fine	4/28/2015
	TREASURER OF VIRGINIA	WC Fine	2/2/2015
	WI COMPENSATION RATING BUREAU	WC Fine	2/6/2015
		WC Fine	2/6/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	3/13/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	3/13/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	3/13/2015
	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	3/16/2015
	LABOR COMMISSION	WC Fine	3/25/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	4/8/2015
	WISCONSIN COMPENSATION RATING BUREAU	WC Penalty	4/10/2015
	TREASURER OF VIRGINIA	WC Fine	4/22/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	5/5/2015
	WISCONSIN COMPENSATION RATING BUREAU	WC Penalty	5/5/2015
	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	6/9/2015
	TREASURER OF VIRGINIA	WC Penalty	7/17/2015
	LABOR COMMISSION	WC Fine	7/24/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	8/5/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	
			8/5/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	8/5/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	8/5/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	8/6/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	8/6/2015
		WC Fine	8/7/2015
		WC Fine	9/9/2015
	WI COMPENSATION RATING BUREAU	WC Fine	10/9/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	10/22/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	10/22/2015
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	10/22/2015
		WC Fine	11/3/2015
	NORTH CAROLINA RATE BUREAU	WC Fine	12/30/2015
	SOUTH DAKOTA DEPARTMENT OF LABOR	WC Penalty	3/4/2015
	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	4/20/2015
		WC Fine	5/13/2015
	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	5/28/2015
	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015

705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/10/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/10/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/17/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	9/24/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	9/24/2015
	TREASURER STATE OF CONNECTICUT	State Fine	12/11/2015
46.300	ARIZONA DEPT OF INSURANCE	State Fine	5/7/2015
29.000	COLORADO DEPARTMENT OF REVENUE	State Fine	3/23/2015
31.000	COLORADO DEPARTMENT OF REVENUE	State Fine	3/25/2015
-29.000	COLORADO DEPARTMENT OF REVENUE	State Fine	3/26/2015
100.340	MASSACHUSETTS DEPARTMENT OF REVENUE	WC Fine	9/25/2015
72.590	VERMONT DEPARTMENT OF TAXES	WC Penalty	10/15/2015
182.000	COLORADO DEPARTMENT OF REVENUE	WC Penalty	10/26/2015
48.230	BRENDA FORD	Unknown	9/2/2015
100.000	DELAWARE COMPENSATION RATING BUREAU	WC Fine	12/29/2015
231.900	TREASURER, STATE OF CONNECTICUT	WC Penalty	6/15/2015
25.000	WORKERS COMPENSATION ADMINISTRATION	WC Fine	10/20/2015
375.000	COMMISSIONER	WC Fine	12/9/2015
400.000	TREASURER OF VIRGINIA	WC Fine	1/26/2015
50.000	LABOR COMMISSION	WC Fine	2/5/2015
450.000	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	3/13/2015
100.000	LABOR COMMISSION	WC Fine	3/26/2015
300.000	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	4/9/2015
800.000	TREASURER OF VIRGINIA	WC Fine	4/22/2015
300.000	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	5/5/2015
50.000	LABOR COMMISSION	WC Fine	6/5/2015
450.000	WISCONSIN COMPENSATION RATING BUREAU	WC Fine	6/5/2015
150.000	WI COMPENSATION RATING BUREAU	WC Fine	7/13/2015
150.000	LABOR COMMISSION	WC Fine	7/20/2015
800.000	TREASURER OF VIRGINIA	WC Fine	7/20/2015
450.000	WI COMPENSATION RATING BUREAU	WC Fine	9/8/2015
150.000	WI COMPENSATION RATING BUREAU	WC Fine	10/9/2015
150.000	LABOR COMMISSION	WC Fine	10/16/2015
300.000	LABOR COMMISSION	WC Fine	10/16/2015
2250.000	TREASURER OF VIRGINIA	WC Fine	11/4/2015
100.000	STATE OF MAINE	WC Fine	12/9/2015
150.000	WI COMPENSATION RATING BUREAU	WC Fine	12/9/2015
100.000	NORTH CAROLINA RATE BUREAU	WC Penalty	12/30/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	2/5/2015
200.000	STATE OF SOUTH CAROLINA	WC Fine	2/5/2015
200.000	STATE OF SOUTH CAROLINA	WC Fine	2/16/2015
100.000	NORTH CAROLINA RATE BUREAU	WC Penalty	2/23/2015
200.000	NORTH CAROLINA INDUSTRIAL COMMISSION	WC Fine	3/4/2015
200.000	NORTH CAROLINA INDUSTRIAL COMMISSION	WC Fine	3/4/2015
250.000	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	3/4/2015
-250.000	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	3/26/2015
100.000	NORTH CAROLINA RATE BUREAU	WC Fine	4/17/2015
100.000	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	4/20/2015
100.000	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	4/21/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	5/6/2015
150.000	NORTH CAROLINA RATE BUREAU	WC Fine	5/20/2015

200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	5/28/2015
200.000	SOUTH CAROLINA WORKERS COMPENSATION	WC Fine	6/5/2015
200.000	NORTH CAROLINA INDUSTRIAL COMMISSION	WC Fine	6/22/2015
150.000	NORTH CAROLINA RATE BUREAU	WC Fine	7/22/2015
200.000	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	7/24/2015
705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
705.000	U.S. BANK	Corporate Credit Card Journal Voucher	7/30/2015
250.000	NORTH CAROLINA RATE BUREAU	WC Fine	8/13/2015
200.000	DEPARTMENT OF COMMERCE INDUSTRIAL	WC Fine	9/3/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/16/2015
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	10/15/2015
-50.000	NORTH CAROLINA RATE BUREAU	WC Fine	12/9/2015
175.000	TREASURER STATE OF CONNECTICUT	State Fine	12/11/2015
187.830	MISSOURI DEPARTMENT OF REVENUE	State Fine	2/17/2015
150.000	SURPLUS LINES STAMPING OFFICE	State Fine	3/13/2015
-150.000	SURPLUS LINES STAMPING OFFICE	State Fine	4/1/2015
150.000	TEXAS DEPARTMENT OF INSURANCE	State Fine	4/2/2015
25.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	7/9/2015
35.280	TENNESSEE DEPARTMENT OF COMMERCE	State Fine	7/20/2015
175.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	10/14/2015
23.840	SURPLUS LINE ASSOCIATION OF UTAH	State Fine	10/26/2015
21.660	KANSAS DEPARTMENT OF REVENUE	State Fine	1/7/2015
73.420	VERMONT DEPARTMENT OF TAXES	State Fine	1/7/2015
241.250	MISSOURI DEPARTMENT OF REVENUE	State Fine	2/12/2015
14.000	REVENUE DIVISION	State Fine	6/24/2015
16.040	FRANCHISE TAX BOARD	State Fine	11/17/2015
0.240	STATE OF CALIFORNIA	State Fine	1/5/2015
4942.000	FLORIDA DEPARTMENT OF REVENUE	State Audit Payment	10/21/2015
-4942.000	FLORIDA DEPARTMENT OF REVENUE	State Audit Payment	10/26/2015

	Cincinnati Inauranc	e Companies	
	Californi		
	Californi	a	
	Datail of Since and Departies	Colondor Veer 2010	
	Detail of Fines and Penalties	- Calendar Year 2016	
Amount	Payee Name	More Info	Date
	TREASURER, STATE OF CONNECTICUT	WC Penalty	1/11/2016
	KENTUCKY WORKERS COMPENSATION	WC Penalty WC Penalty	2/4/2016
	LARRY W TEIG	WC Penalty WC Penalty	2/12/2016
	COMMISSIONER	WC Penalty WC Penalty	2/12/2016
		WC Fine	4/2/2016
	COMMONWEALTH OF VIRGINIA	WC Penalty	4/19/2016
	NORTH CAROLINA RATE BUREAU	WC Penalty	4/21/2016
		WC Fine	5/10/2016
		WC Penalty	6/1/2016
		WC Penalty	6/14/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	7/22/2016
	LABOR COMMISSION	WC Fine	8/1/2016
	COMMISSIONER	WC Fine	8/19/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	8/26/2016
	NEW YORK COMPENSATION INSURANCE RATING	WC Fine	9/7/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	9/15/2016
	MWCIA	WC Fine	10/12/2016
	CHAIR WORKERS COMPENSATION BOARD	WC Penalty	10/12/2016
	WI COMPENSATION RATING BUREAU	WC Fine	10/12/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	10/12/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	10/17/2016
	CHAIR WORKERS COMPENSATION BOARD	WC Fine	10/19/2016
	LABOR COMMISSION	WC Fine	11/4/2016
	WI COMPENSATION RATING BUREAU	WC Fine	11/4/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	11/16/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	11/18/2016
150.000	WI COMPENSATION RATING BUREAU	WC Fine	12/8/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	12/19/2016
32.810	CITY OF GAINESVILLE	Local Government Penalty	5/19/2016
-32.810	CITY OF GAINESVILLE	Local Government Penalty	9/15/2016
250.000	CITY OF GAINESVILLE	Local Government Penalty	5/19/2016
-250.000	CITY OF GAINESVILLE	Local Government Penalty	9/15/2016
32.810	CITY OF GAINESVILLE	Local Government Penalty	9/16/2016
250.000	CITY OF GAINESVILLE	Local Government Penalty	9/16/2016
50.000	LABOR COMMISSION	WC Fine	1/8/2016
1000.000	COMMONWEALTH OF VIRGINIA	WC Fine	1/25/2016
100.000	UTAH LABOR COMMISSION	WC Fine	2/26/2016
150.000	NORTH CAROLINA RATE BUREAU	WC Fine	2/26/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	3/16/2016
	NORTH CAROLINA INDUSTRIAL COMMISSION	WC Penalty	1/15/2016

50.000	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Penalty	2/1/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	5/18/2016
2000.000	MISSOURI STATE SCHOOL FUND	WC Penalty	6/1/2016
10.000	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Fine	8/15/2016
22.460	NORTH CAROLINA INDUSTRIAL COMMISSION	WC Fine	8/31/2016
25.000	COMMISSIONER OF INSURANCE	WC Fine	4/8/2016
50.000	DELAWARE COMPENSATION RATING BUREAU	WC Fine	11/23/2016
616.560	TREASURER, STATE OF CONNECTICUT	WC Penalty	1/11/2016
376.590	AIPSO	Residual Market Fee	2/1/2016
50.000	WORKERS COMPENSATION ADMINISTRATION	WC Penalty	3/15/2016
105.930	FAJUA C/O AIPSO	Residual Market Fee	4/6/2016
57.210	METAL ROOFING CORPORATION	Miscellaneous Reimbursement	6/15/2016
25.000	WORKERS COMPENSATION ADMINISTRATION	WC Penalty	12/19/2016
14.370	KENTUCKY WORKERS COMPENSATION	WC Penalty	2/4/2016
500.000	OKLAHOMA INSURANCE DEPARTMENT	WC Penalty	4/11/2016
	NORTH CAROLINA RATE BUREAU	WC Penalty	4/21/2016
	WORKERS COMPENSATION RATING AND	WC Fine	4/25/2016
	TREASURER, STATE OF NEW HAMPSHIRE	State Fine	4/26/2016
	TREASURER, STATE OF NEW HAMPSHIRE	State Fine	4/26/2016
	STATE OF SOUTH CAROLINA	WC Fine	5/16/2016
	WCIRB	WCFine	5/24/2016
	UTAH LABOR COMMISSION	WCFine	5/25/2016
	WORKERS COMPENSATION ADMINISTRATION	WC Penalty	6/8/2016
	UTAH LABOR COMMISSION	WCFine	6/13/2016
	UTAH LABOR COMMISSION	WCFine	6/14/2016
	UTAH LABOR COMMISSION	WCFine	6/15/2016
	WORKERS COMPENSATION ADMINISTRATION	WC Penalty	6/29/2016
	WCIRB	WC Penalty	7/7/2016
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WCPenalty	7/7/2016
	WI COMPENSATION RATING BUREAU	WC Fine	7/8/2016
	WORKERS COMPENSATION RATING AND	WCFine	7/8/2016
110.000		WC Penalty	7/15/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	7/22/2016
	LABOR COMMISSION	WC Fine	8/2/2016
	NEW YORK COMPENSATION INSURANCE RATING	WC Fine	8/2/2016
100.000		WC Fine	8/8/2016 8/15/2016
		WC Fine	9/8/2016
	WI COMPENSATION RATING BUREAU	WC Fine	
	WORKERS COMPENSATION RATING AND	WC Fine	9/8/2016
	NEW YORK COMPENSATION INSURANCE RATING	WC Fine	9/8/2016
	STATE OF NEW HAMPSHIRE/ DEPT OF LABOR	WC Fine	9/12/2016
-	NORTH CAROLINA RATE BUREAU	WC Fine	9/22/2016
		WC Fine	9/30/2016
	CHAIR WORKERS COMPENSATION BOARD	WC Penalty	10/12/2016
	NEW YORK COMPENSATION INSURANCE RATING	WC Fine	10/19/2016
		WC Fine	10/19/2016
	STATE OF MAINE	State Fine	11/2/2016
	WI COMPENSATION RATING BUREAU	WC Fine	11/4/2016
-350.000	NEW YORK COMPENSATION INSURANCE RATING	WC Fine	11/8/2016

300.000	WORKERS COMPENSATION RATING AND	WC Fine	11/11/2016
165.000	TREASURER, STATE OF NEW HAMPSHIRE	WC Fine	11/17/2016
285.000	TREASURER, STATE OF NEW HAMPSHIRE	WC Fine	11/17/2016
	WI COMPENSATION RATING BUREAU	WC Fine	12/9/2016
400.000	WORKERS COMPENSATION RATING AND	WC Fine	12/9/2016
-400.000	WORKERS COMPENSATION RATING AND	WC Fine	12/13/2016
400.000	WORKERS COMPENSATION RATING AND	WC Fine	12/13/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	12/19/2016
200.000	STATE OF SOUTH CAROLINA	WC Fine	12/20/2016
400.000	NEW YORK ALLIANCE AGAINST INSURANCE	Company Dues	5/4/2016
150.000	LABOR COMMISSION	WC Fine	1/8/2016
25.000	TREASURER STATE OF NEW HAMPSHIRE	WC Fine	2/15/2016
300.000	WORKERS COMPENSATION RATING AND	WC Fine	2/15/2016
235.000	TREASURER STATE OF NEW HAMPSHIRE	WC Fine	3/10/2016
1600.000	WORKERS COMPENSATION RATING AND	WC Fine	3/10/2016
200.000	WORKERS COMPENSATION RATING AND	WC Fine	4/7/2016
100.000	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Penalty	2/1/2016
100.000	SOUTH DAKOTA DEPARTMENT OF LABOR	WC Fine	3/25/2016
5.000	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Fine	4/27/2016
	WORKERS COMPENSATION RATING AND	WC Fine	5/6/2016
	TREASURER OF VIRGINIA	Market Conduct Violations	5/25/2016
	WI COMPENSATION RATING BUREAU	WC Fine	5/26/2016
4000.000	MISSOURI STATE SCHOOL FUND	State Fine	6/1/2016
	SBS MANAGEMENT COMPANY INC	State Fine	6/7/2016
	ARKANSAS INSURANCE DEPARTMENT	State Fine	5/11/2016
	DELAWARE DIVISION OF REVENUE	State Fine	2/15/2016
32.560	STATE OF CALIFORNIA	State Fine	2/15/2016
185.940	GEORGIA DEPARTMENT OF REVENUE	State Fine	10/4/2016
5.000	DELAWARE COMPENSATION RATING BUREAU	State Fine	7/27/2016
273.000	TREASURER, STATE OF CONNECTICUT	WC Penalty	1/12/2016
99.830	KENTUCKY WORKERS COMPENSATION	WC Fine	2/4/2016
125.000	COMMISSIONER	WC Penalty	3/2/2016
500.000	OKLAHOMA INSURANCE DEPARTMENT	State Fine	4/2/2016
150.000	WI COMPENSATION RATING BUREAU	WC Fine	4/11/2016
1500.000	COMMONWEALTH OF VIRGINIA	WC Fine	4/15/2016
375.000	COMMISSIONER	WC Fine	4/18/2016
50.000	NORTH CAROLINA RATE BUREAU	WC Fine	4/21/2016
500.000	COMMISSIONER	WC Penalty	5/6/2016
	RUSSELL EDWARD STANCZYK	WC Fine	5/9/2016
	UTAH LABOR COMMISSION	WC Fine	5/25/2016
	WORKERS COMPENSATION ADMINISTRATION	WC Fine	6/29/2016
900.000	WI COMPENSATION RATING BUREAU	WC Fine	7/7/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	7/12/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	7/20/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	7/22/2016
	LABOR COMMISSION	WC Fine	8/2/2016
	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	8/2/2016
	WI COMPENSATION RATING BUREAU	WC Fine	8/4/2016
	CHAIR WORKERS COMPENSATION BOARD	WC Fine	8/12/2016

-300.000	CHAIR WORKERS COMPENSATION BOARD	WC Fine	8/23/2016
150.000	NORTH CAROLINA RATE BUREAU	WC Fine	8/29/2016
300.000	WI COMPENSATION RATING BUREAU	WC Fine	9/8/2016
100.000	NORTH CAROLINA RATE BUREAU	WC Fine	9/15/2016
	CHAIR WORKERS COMPENSATION BOARD	WC Penalty	10/12/2016
150.000	WI COMPENSATION RATING BUREAU	WC Fine	10/12/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	10/17/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	10/20/2016
	WI COMPENSATION RATING BUREAU	WC Fine	11/4/2016
150.000	LABOR COMMISSION	WC Fine	11/4/2016
	STATE OF SOUTH CAROLINA	WC Fine	11/10/2016
100.000	NORTH CAROLINA RATE BUREAU	WC Fine	11/16/2016
	LABOR COMMISSION	WC Fine	12/8/2016
	WI COMPENSATION RATING BUREAU	WC Fine	12/8/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	12/19/2016
	LABOR COMMISSION	WC Fine	1/7/2016
	COMMONWEALTH OF VIRGINIA	WC Fine	1/25/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	1/28/2016
	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Fine	2/15/2016
	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Penalty	2/15/2016
	WI COMPENSATION RATING BUREAU	WC Fine	2/17/2016
	WI COMPENSATION RATING BUREAU	WC Fine	2/17/2016
	WI COMPENSATION RATING BUREAU	WC Fine	2/17/2016
	WI COMPENSATION RATING BUREAU	WC Fine	2/17/2016
	DEPARTMENT OF CONSUMER & BUSINESS SERVS	WC Penalty	2/22/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	2/26/2016
	UTAH LABOR COMMISSION	WC Fine	3/10/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	3/16/2016
	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Penalty	2/1/2016
	NORTH CAROLINA RATE BUREAU	WC Fine	5/19/2016
	MISSOURI STATE SCHOOL FUND	State Fine	6/1/2016
	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Fine	8/15/2016
	COMMISSIONER	WC Fine	8/31/2016
	PENNSYLVANIA COMPENSATION RATING BUREAU	WC Fine	10/31/2016
		State Fine	4/11/2016
	COMMISSIONER OF TAXATION AND FINANCE	State Fine	10/21/2016
	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	1/7/2016
	SURPLUS LINE ASSOCIATION OF UTAH	State Fine	2/8/2016
	TENNESSEE DEPARTMENT OF COMMERCE	State Fine	2/17/2016
	ARIZONA DEPARTMENT OF INSURANCE	State Fine	2/1//2010
	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	3/7/2016
	SURPLUS LINE ASSOCIATION OF UTAH	State Fine	4/8/2016
	NEW HAMPSHIRE INSURANCE DEPT	State Fine	4/18/2016
	DIVISION OF INSURANCE	State Fine	4/18/2016
		State Fine	5/10/2016
	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	5/10/2016
	COLORADO DIVISION OF INSURANCE	State Fine	5/11/2016
	EXCESS LINE ASSOCIATION OF NEW YORK	State Fine	5/12/2016
	SURPLUS LINE ASSOCIATION OF NEW YORK	State Fine	6/29/2016

50.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	7/8/2016
25.000	EXCESS LINE ASSOCIATION OF NEW YORK	State Fine	7/13/2016
3522.490	MISSOURI DEPARTMENT OF REVENUE	State Fine	7/26/2016
406.830	ALASKA DIVISION OF INSURANCE	State Fine	7/28/2016
25.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	8/9/2016
75.000	EXCESS LINE ASSOCIATION OF NEW YORK	State Fine	9/16/2016
25.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	9/20/2016
18.510	NIMA INC	WC Fine	10/12/2016
200.000	EXCESS LINE ASSOCIATION OF NEW YORK	State Fine	10/12/2016
188.400	SURPLUS LINE ASSOCIATION OF UTAH	State Fine	10/13/2016
-18.510	NIMA INC	WC Penalty	10/28/2016
50.000	EXCESS LINE ASSOCIATION OF NEW YORK	State Fine	11/11/2016
25.000	PENNSYLVANIA SURPLUS LINES ASSOCIATION	State Fine	12/9/2016
40.000	DEPARTMENT OF ASSESSMENTS AND TAXATION	State Fine	1/13/2016
64.750	STATE OF CALIFORNIA	State Fine	5/2/2016

### The Cincinnati Insurance Companies

### Fines and Penalties by State - Calendar year 2017

Date	State	Amount	Ind Penalties by State - Calendar year 2017 More Info
11/14/2017	AL	50.00	Late tax payment
7/25/2017	AL	100.00	AIPSO late payment fee
7/25/2017	AR	50.00	AIPSO late payment fee
		100.00	Late WC policy filing
5/11/2017	AR		
8/24/2017	AR	100.00	Late WC policy filing
7/25/2017	CA	50.00	AIPSO Late payment fee
8/17/2017	CA	20.00	Late WC policy filing
1/17/2017	CT	50.00	APISO Late payment fee
9/22/2017	СТ	140,000.00	2015 Market Conduct exam
1/17/2017	DE	50.00	AIPSO Late payment fee
7/7/2017	FL	30.00	Late WC policy filing
7/25/2017	GA	100.00	AIPSO Late Payment fee
7/25/2017	ID	50.00	AIPSO Late payment fee
7/25/2017	IL	155.41	AIPSO Late payment fee
10/31/2017	IN	2,017.00	Late Med Mal Policy Filing Fees
10/19/2017	IN	249.09	Personal Prop late payment fee
1/17/2017	IA	50.00	AIPSO Late Payment fee
7/25/2017	KS	50.00	AIPSO Late Payment fee
7/25/2017	KY	100.00	AIPSO Late Payment fee
8/17/2017	KY	1,038.76	KY surcharge late payment fee
1/17/2017	LA	50.00	AIPSO Late payment fee
6/9/2017	MA	400.00	Late WC policy filing fee
10/10/2017	MA	100.00	Late WC policy filing fee
11/6/2017	MA	100.00	Late WC policy filing fee
8/16/2017	MA	500.00	Late WC policy filing fee
12/6/2017	MA	200.00	Late WC policy filing fee
1/17/2017	MN	50.00	AIPSO Late payment fee
11/21/2017	MN	28.30	Late WC policy filing fee
11/21/2017	MN	23.58	Late WC policy filing fee
1/16/2017	MN	500.00	Late WC policy filing fee
1/16/2017	MN	375.00	Late WC policy filing fee
2/9/2017	MN	500.00	Late WC policy filing fee
4/7/2017	MN	500.00	Late WC policy filing fee
10/25/2017	MN	500.00	Late WC policy filing fee
1/16/2017	MN	500.00	Late WC policy filing fee
3/22/2017	MN	106.65	Late WC policy filing fee
5/12/2017	MS	23.71	2016 tax penalty
7/25/2017	MO	50.00	AIPSO Late payment fee
1/17/2017	MO	50.00	AIPSO Late payment fee
12/21/2017	MO	4,614.87	Late 2nd injury Fund payment fees
7/25/2017	MT	50.00	AIPSO Late payment fee
1/17/2017	MT	50.00	AIPSO Late payment fee
7/25/2017	NE	50.00	AIPSO Late payment fee
5/12/2017	NH	50.00	Late WC policy filing fee
5/12/2017		50.00	Late we policy lilling lee

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10/16/2017	NH	50.00	Late WC policy filing fee
10/16/2017	NH	100.00	Late WC policy filing fee
5/12/2017	NH	50.00	Late WC policy filing fee
8/21/2017	NH	50.00	Late WC policy filing fee
8/21/2017	NH	150.00	Late WC policy filing fee
11/15/2017	NH	150.00	Late WC policy filing fee
2/9/2017	NH	230.00	Late WC policy filing fee
10/4/2017	NH	235.00	Late WC policy filing fee
2/9/2017	NH	220.00	Late WC policy filing fee
2/9/2017	NH	715.00	Late WC policy filing fee
2/9/2017	NH	345.00	Late WC policy filing fee
2/9/2017	NH	150.00	Late WC policy filing fee
3/2/2017	NH	465.00	Late WC policy filing fee
	NH		Late WC policy filing fee
3/2/2017		25.00	Late WC policy filing fee
5/12/2017	NH	360.00	
11/3/2017	NH	140.00	Late WC policy filing fee
6/29/2017	NH	125.00	Late WC policy filing fee
6/29/2017	NH	330.00	Late WC policy filing fee
1/17/2017	NH	50.00	AIPSO Late payment fee
8/21/2017	NH	100.00	Late WC policy filing fee
8/16/2017	NH	295.00	Late WC policy filing fee
7/25/2017	NJ	50.00	AIPSO Late payment fee
7/25/2017	NM	50.00	AIPSO Late payment fee
12/14/2017	NY	1,850.00	Late WC policy filing fee
7/25/2017	NY	50.00	AIPSO Late payment fee
1/17/2017	NY	50.00	AIPSO Late payment fee
9/20/2017	NY	50.00	Late WC policy filing fee
6/6/2017	NY	(60.21)	refund of tax penalty fees
11/14/2017	NY	100.00	Late WC policy filing fee
11/21/2017	NY	50.00	Late WC policy filing fee
11/21/2017	NY	50.00	Late WC policy filing fee
12/5/2017	NY	150.00	Late WC policy filing fee
2/17/2017	NC	50.00	Late WC policy filing fee
4/19/2017	NC	50.00	Late WC policy filing fee
4/17/2017	NC	150.00	Late WC policy filing fee
6/15/2017	NC	150.00	Late WC policy filing fee
1/25/2017	NC	150.00	Late WC policy filing fee
7/19/2017	NC	150.00	Late WC policy filing fee
11/15/2017	NC	150.00	Late WC policy filing fee
12/14/2017	NC	100.00	Late WC policy filing fee
9/13/2017	NC	50.00	Late WC policy filing fee
			Late WC policy filing fee
9/13/2017	NC	200.00	
9/13/2017	NC	150.00	Late WC policy filing fee
3/28/2017	NC	200.00	Late WC policy filing fee
8/21/2017	NC	200.00	Late WC policy filing fee
6/12/2017	NC	200.00	Late WC policy filing fee
5/9/2017	NC	200.00	Late WC policy filing fee

6/19/2017	NC	200.00	Late WC policy filing fee
5/9/2017	NC	200.00	Late WC policy filing fee
4/6/2017	NC	200.00	Late WC policy filing fee
7/25/2017	ND	50.00	AIPSO Late payment fee
1/17/2017	ND	50.00	AIPSO Late payment fee
7/19/2017	OH	50.00	Late WC policy filing fee
2/8/2017	OR	100.00	Late WC policy filing fee
7/31/2017	OR	100.00	Late WC policy filing fee
8/1/2017	OR	300.00	Late WC policy filing fee
1/17/2017	OR	50.00	AIPSO Late payment fee
7/25/2017	PA	50.00	AIPSO Late payment fee
1/17/2017	PA	50.00	AIPSO Late payment fee
6/6/2017	PA	5.00	Late payment fee
7/6/2017	PA	5.00	Late WC policy filing fee
9/12/2017	PA	5.00	Late WC policy filing fee
11/6/2017	RI	250.00	Late WC policy filing fee
7/25/2017	RI	50.00	AIPSO Late payment fee
1/17/2017	RI	50.00	AIPSO Late payment fee
7/11/2017	SC	200.00	Late WC policy filing fee
8/25/2017	SC	200.00	Late WC policy filing fee
9/8/2017	SC	200.00	Late WC policy filing fee
10/24/2017	SC	200.00	Late WC policy filing fee
12/7/2017	SC	200.00	Late WC policy filing fee
1/17/2017	SC	50.00	AIPSO Late payment fee
12/6/2017	SC	200.00	Late WC policy filing fee
10/31/2017	SC	200.00	Late WC policy filing fee
12/21/2017	SC	200.00	Late WC policy filing fee
10/31/2017	SC	200.00	Late WC policy filing fee
4/17/2017	SC	200.00	Late WC policy filing fee
7/25/2017	SD	50.00	AIPSO Late payment fee
1/17/2017	SD	50.00	AIPSO Late payment fee
1/17/2017	ΤN	50.00	AIPSO Late payment fee
1/27/2017	UT	100.00	Late WC policy filing fee
5/30/2017	UT	50.00	Late WC policy filing fee
10/18/2017	UT	50.00	Late WC policy filing fee
10/18/2017	UT	150.00	Late WC policy filing fee
11/13/2017	UT	100.00	Late WC policy filing fee
12/6/2017	UT	50.00	Late WC policy filing fee
2/17/2017	UT	50.00	Late WC policy filing fee
3/23/2017	UT	50.00	Late WC policy filing fee
3/22/2017	UT	100.00	Late WC policy filing fee
5/30/2017	UT	300.00	Late WC policy filing fee
10/2/2017	UT	100.00	Late WC policy filing fee
10/2/2017	UT	100.00	Late WC policy filing fee
7/25/2017	UT	50.00	AIPSO Late payment fee
1/17/2017	UT	50.00	AIPSO Late payment fee
1/31/2017	UT	50.00	Late WC policy filing fee

6/20/2017	UT	150.00	Late WC policy filing fee
1/17/2017	VT	50.00	AIPSO Late payment fee
9/28/2017	VA	500.00	Late WC policy filing fee
2/20/2017	VA	750.00	Late WC policy filing fee
4/25/2017	VA	500.00	Late WC policy filing fee
4/27/2017	VA VA	500.00	Late WC policy filing fee
2/3/2017	VA	1,500.00	Late WC policy filing fee
7/20/2017	VA	500.00	Late WC policy filing fee
7/20/2017	VA VA	750.00	Late WC policy filing fee
10/18/2017	VA VA	750.00	Late WC policy filing fee
10/18/2017	VA VA	1,750.00	Late WC policy filing fee
10/18/2017	VA VA	500.00	Late WC policy filing fee
2/17/2017	VA VA	750.00	Late WC policy filing fee
7/25/2017 8/16/2017	VA VA	50.00 750.00	AIPSO Late payment fee Late WC policy filing fee
7/10/2017 1/17/2017	WV	31.20	2016 tax penalty AIPSO Late payment fee
	WV	50.00	
5/9/2017	WI	600.00	Late WC policy filing fee
8/16/2017	WI	150.00	Late WC policy filing fee
10/5/2017	WI	150.00	Late WC policy filing fee
1/9/2017	WI	150.00	Late WC policy filing fee
7/11/2017	WI	150.00	Late WC policy filing fee
9/7/2017	WI	150.00	Late WC policy filing fee
11/7/2017	WI	150.00	Late WC policy filing fee
11/7/2017	WI	300.00	Late WC policy filing fee
11/7/2017	WI	150.00	Late WC policy filing fee
12/6/2017	WI	150.00	Late WC policy filing fee
12/6/2017	WI	300.00	Late WC policy filing fee
4/12/2017	WI	300.00	Late WC policy filing fee
4/17/2017 4/19/2017	WI	150.00	Late WC policy filing fee
	WI	150.00	Late WC policy filing fee
4/28/2017	WI	(150.00)	Late WC policy filing fee
4/6/2017	WI	150.00	Late WC policy filing fee
6/6/2017	WI	300.00	Late WC policy filing fee
3/7/2017	WI	300.00	Late WC policy filing fee
1/9/2017	WI	150.00	Late WC policy filing fee
1/17/2017	WI	50.00	AIPSO Late payment fee
12/6/2017	WI	150.00	Late WC policy filing fee
7/25/2017	WY	50.00	AIPSO Late payment fee
1/30/2017	RI	465.55	AIPSO Late payment fee
10/9/2017	NC	3,902.75	NCRF Late payment fee
7/28/2017	GA	225.01	Late WC policy filing fee

#### Please see our answers to your questions below in bold text.

1. Exhibit 18 provided in the filing references ML prefix forms for use with the Pillar Policy Program. Please clarify intent as CDI's records show no Pillar Policy Program have been approved for the three companies listed in this application. Our records show that the CDI files 18-2337, 18-2338 and 18-2339, initial filings filed for the Pillar Policy Program, had been WITHDRAWN on 9/20/2018.

## We have removed the ML prefix forms from this filing. We have also updated the memo to reflect this change. Four notices to policyholders, which were not required to be filed, have also been removed from the filing and memo.

2. Exhibit 18 states that HC prefix forms are for use on policies issued by your Commercial Lines Department. Clarify intent and identify policies as previously you have stated that the proposed Cyber Risk coverage forms are stand alone and are not endorsements to existing previously approved programs (Item 4, 6/13/18 response).

#### Please see response below.

3. Confirm intent of this filing. In conjunction with item 2 above and based on your response in item 4, dated 6/13 which states as follows: "The proposed Cyber Risk coverage forms are stand alone, that is, they are not endorsements to existing previously approved programs. Yet, Cyber Risk will not be written monoline. Cyber Risk will always be included as part of a package policy of coverages including Commercial Property, General Liability, etc." **Please see response below.** 

#### Based on the above, why is the subject filing filed under monoline (Other Liability) and not under CMP line? I have copied this filing to a new Serff filing submission which is now under CMP. Please also note that a package policy is made up of stand alone coverages such as Property, GL, Crime, Etc. We also want to include Cyber Risk as another stand alone coverage to be added to a package.

4. With regards to item 2 response dated 6/15/18 please be advised that insurers should not merely pass through reinsurance costs to consumers in Proposition 103 lines of business when developing rates. In addition, CIC 623 states the original insured has no interest in a contract of reinsurance and that an insured may not recover directly from a reinsurer. An insured then should not expect to pay direct costs related to reinsurance as he receives no direct benefit. Ratemaking should be on a direct basis only. Please comply. We apologize for any confusion caused by our previous response and would like to provide clarification. The Cincinnati Insurance Companies have partnered with The Hartford Steam Boiler Inspection and Insurance Company (HSB) to act as our outsourced provider of the rates, rules and forms for Cyber Risk coverage. HSB developed these charges as per the Explanatory Memorandum provided with this filing. We applied our expense and profit load of 30% to the net charges provided by HSB to arrive at our gross premiums.

5. Rating rules made reference to an expense modification factor. Provide and justify. **Please refer to the new rule (1. Expense Modification) on page CIL-STATE-1.1, which gives** further explanation on our expense modification factor. For your reference, this wording was approved on our recent General Liability filing State Tr Num: 18-2059;18-2060;18-2061. 6. Define Miscellaneous Unnamed Costs (\$1,000) under Rule 3.c on rating page CIL-3.5. Also provide examples of costs.

Per coverage form, HC 104 01 18 – CINCINNATI CYBER DEFENSE, Miscellaneous Unnamed Costs is item h. of the definition of "identity recovery expenses" and reads as follows:

- Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".
  - (1) Such costs include:
    - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
    - (b) Deductibles or service fees from financial institutions.
  - (2) Such costs do not include:
    - (a) Costs to avoid, prevent or detect "identity theft" or other loss.
    - (b) Money lost or stolen.
    - (c) Costs that are restricted or excluded elsewhere in this Coverage Part or policy.

7. Clarify rating rules for multi-year policies mentioned under rule page CIL-GR-6.1. Provide rating examples.

Multi-year Policies

1. A policy may be written for a specific term up to three years. The annual premium is computed at inception using the rates in effect at inception. That same annual premium is charged at each subsequent anniversary

2. For policies issued for other than a whole number of years, the annual premium is prorated. For example, a policy issued for 2  $\frac{1}{2}$  years is charged 100% of the annual premium for two years and 50% of the annual premium for the  $\frac{1}{2}$  year.

8. The following forms have been mentioned in the rating plan but have not been filed or submitted in the filing:

a) IA 407, MI 1090 and IA 4392 (Rule Page CIL-GR-17.1)

b) IA 4236 CA, IA 4238 and IA 319 (Rule Page CIL-TRIA-1.1)

Provide copies of above forms and clarify intent of use. Also, reflect above forms on Page 9.1 of the Rate Application and Forms Schedule section in SERFF.

IA407, IA4392CA, IA4236CA, IA4238 and IA319 have been added to the filing for your review. They have also been added to the Rate Application and Forms Schedule. We have removed IA1090 from our filing manual and will not be filing this form.

These forms have been previously filed and approved with California. Please see the provided state tracking numbers for examples of approved filings for your reference. <u>IA407</u> --14-919, 14-920, 14-1178, 15-3888, 15-3889, 15-4484, 13-5281, 13-5279, 13-5280, 13-388, 13-389

MI 1090—The reference to this form has been removed from the rule pages. This form will not be filed for California.

<u>IA4392CA</u>--14-919, 14-920, 14-1178, 15-3888, 15-3889, 15-4484, 13-5281, 13-5279, 13-5280, 13-388, 13-389

<u>IA4236CA</u>--15-4077, 15-4078, 15-4079, 15-3888, 15-3889, 15-4075, 15-4076, 15-4088 <u>IA4238</u>--15-4077, 15-4078, 15-4079, 15-4075, 15-4076, 15-4088 <u>IA319</u>--15-4077, 15-4078, 15-4079, 15-3888, 15-3889, 15-4075, 15-4076, 15-4088

9. On Rating Rule Page CIL-TRIA-1.3, do you mean "country" instead of "county"? Clarify intent and amend rating page, if applicable.

Yes. That is a typo. It should be country. The "r" is missing. This page has been corrected and attached.

#### 10. Terrorism Coverage

a). Concerns for rules on Rule Page CIL-TRIA-1.1, A.1, 2, 3

Per Bulletin 2015-2, TRIA Reauthorization Act of 2015, please address the following items below:

## a.1) Filings for certified acts of terrorism must be filed separately from non-certified acts of terrorism. Do we simply need to make two filings for these terrorism pages? One for certified acts and one for non-certified acts?

a.2) Filings are to be submitted by Line of Insurance and may not combine multiple Lines into a single filing. When multiple programs exist within a single Line of Insurance, a single Line of Insurance filing is to be made to include all programs within the Line.

### Is your expectation that we remove mention of all other LOB's on pages CIL-TRIA-1.2 and keep only Cyber Risk?

a.3) Insurers subject to policy form regulation must submit the policy language they intend to use in California. The policy must define acts of terrorism in a way that is consistent with the Act, as amended, state law and the guidance provided in this bulletin. The definitions, terms and conditions must be complete and accurately describe the coverage that will be provided in the policy.

a.4) The Commissioner requests that the disclosure notices be filed, along with the policy forms, rates and rating systems as they are an integral part of the process for notification of California policyholders and must be clear and not misleading to California business owners. The disclosures must comply with the requirements of the Act, as amended, and should be consistent with the policy language and rates filed by the insurer.

The forms have been added to the filing for your review. They have also been added to the Rate Application and Forms Schedule. Please see our response on question 8 for examples of filings which provided approvals for these forms.

#### CALIFORNIA DIVISION SEVENTEEN – CYBER RISK EXHIBIT 18

NEW PAGE	REPLACED PAGE	DESCRIPTION OF CHANGE
CIL-INTRO-1.1 (4/18)		Introducing the Cyber Risk Program.
CIL-GR-1.1thru CIL-GR-19.1 (4/18)		
CIL-1.1 thru CIL-4.1 (4/18)		
CIL-TRIA-1.1 thru CIL-TRIA-1.4 (4/18)		

#### TERRORISM RATE DEVELOPMENT

Our terrorism rates and minimum premiums were developed following the passage of the Terrorism Risk Insurance Act in 2002. Please note that the same terrorism rates and minimum premiums included in our Cyber Risk filing have been approved under the following filings:

Commercial Property: CDI 14-1178); company # C-CP-13-7018-CA General Liability: CDI 13-2357; company # C-GL-12-7007-CA Commercial Auto: CDI 15-4484; company # C-CA-15-7000-CA Commercial Inland Marine: CDI 13-5365; company # C-CIM-13-7000-CA

The Cincinnati Companies face a possible large unreinsured event created by the Federal Terrorism Act of 2002. Our deductible is estimated for each of the 3 years in the chart below.

YEAR	WRITTEN PREM.	DEDUCT FACTOR	DEDUCTIBLE
2003	1.8 BILLION	7%	125 MILLION
2004	2 BILLION	10%	200 MILLION
2005	2.33 BILLION	15%	350 MILLION

- Making the unrealistic assumption that every insured will purchase coverage,
- We will incur only 1 event, and
- We cannot over three years charge enough to cover this one event.

We can still make low charges most insureds should be willing to pay and hopefully cover half of a one-time event.

- Not knowing in which year an event could occur, we assume the assumable deductible will be an average of the 3 years or \$225 million.
- Following ISO & AAIS if we have Tiers, excepting Chicago, only Tier 3 is relevant to our premium development. Chicago will only slightly distort this analysis.
- ISO's High/Low hazard split of types of business puts 98% or more of our accounts into the low hazard category.
- We want to simply the process and have a % charge for all lines rather that rates for property and percentages for other lines as ISO does.

A 2% load on all premiums will generate:

1<sup>st</sup> year - 36 million

2<sup>nd</sup> year - 40 million

3rd year - 46.6 million

All 3 years will generate 122.6 million in premium less commissions at a 15% average would leave us with 104.2 million or slightly less than half of the average deductible.

It seems likely that auto will generate 5% or less of any loss from terrorism. Liability and property lines will generate most of the losses. Auto is about 20% of our applicable written premium.

The big question for us is how likely any event will be for us given our geographic spread of risk and the low hazard character of most of the accounts. Most of our accounts are located in small to medium sized towns and are not target risk for international terrorist. There is little difference between a town of 50k in southern Illinois and upstate New York. For us there will be no reasonable basis to differentiate among states with regard to rates. The difference lies in metropolitan areas and all other areas, not among states and the small urban areas in which we write business.

Assuming that this means a significantly lower risk to us and we cut our premium charges by half or more, then in Tier 3 we need 1% or less of the premium to equal 25% of our average deductible from 1 event.

#### **TERRORISM RATE DEVELOPMENT**

For auto 20% of 1% is .2%. For all other lines we would need .8% or less for Tier 3 Low Hazard.

For the other 2 Tiers the auto exposure doesn't really change significantly so we could use the same .2% for all 3 Tiers and for Low and High Hazard.

For Tier 3 High Hazard we do have some minimal exposure. Doubling the rate for High Hazard for other than auto will increase our total premium very little and but will acknowledge the qualitative difference between Low and High Hazard.

The difference among Tiers resides between Tier 3 that has less exposure and Tiers 1 and 2 that present more density of population and easy targets of opportunity. Doubling our basic assumed factor of 2% for Low Hazard Tier 2 will generate almost no premium for us. However, if we then add a nominal amount to that of 1% we would be using a factor of 5% in Chicago where we do have premium. For High Hazard in Tier 1 and 2 we could again double the rate or slightly less than double it to acknowledge the qualitative difference between the types of risk which are Low and High Hazard.

We would recommend the following based on the above assumptions:

HAZARD		G	EOGRAPHIC TI	ERS:
CLASS:	LINE:	1	2	3
LOW	Auto	0.2% (0.002)	0.2% (0.002)	0.2% (0.002)
HAZARD	ΟΤΑ	5.0% (0.050)	4.0% (0.040)	0.75% (0.0075)
HIGH	Auto	0.2% (0.002)	0.2% (0.002)	0.2% (0.002)
HAZARD	ΟΤΑ	8.0% (0.080)	7.0% (0.070)	1.50% (0.0150)

Workers Compensation will be dealt with by NCCI and whatever they do will distort this analysis but the proposed 3% charge will help us get closer to a 25% figure of the assumed deductible, since all insureds must pay the WC charge.

#### Minimum Premiums

We have applied a minimum premium to this peril just as we do to many separate perils/coverages when they extend coverage not otherwise provided by the coverage form. These minimums are not to cover the cost of issuing the coverage. We want to take in a minimum amount of dollars to make the exposure of risk worth taking on. The \$25 is low enough that it should not deter anyone from purchasing terrorism coverage but it is enough to hopefully cover some of the terrorism claims that will be under our deductible. We have similar minimum charges on various coverage endorsements for the same reason. The High Hazard minimum will not apply often as we seldom write such accounts. In recognition that such accounts are of a higher hazard, we made the minimum amultiple of the lower hazard exposures. We have a similar scheme with the minimum premiums for Care, Custody & Control Liability and other exposures for which we distinguish hazard levels.

At the rate most of our accounts will be charged, Tier 3 and Low Hazard rate, the account premium must be over 3,300 to exceed the 25 minimum ( $3,300 \times 0.0075 = 25$ ). Our average policy premium is about 5,900 for which the minimum premium will be irrelevant. The average policy will generate 44, which is above the Low Hazard minimum ( $5,900 \times 0.0075 = 44$ ).

#### Rating Examples

Account premium = \$3,300 x 0.0075 (tier 3/low hazard) = \$25 Account premium = \$5,900 x 0.0075 (tier 3/low hazard) = \$44

#### COMMERCIAL LINES UNDERWRITING GUIDELINE

Name of Guideline: Cyber Risk Liability

#### Guideline:

#### HSB Partnership

Cincinnati has partnered with Hartford Steam Boiler to provide 3 Cyber products to our insureds. The coverage will be written on Cincinnati coverage forms. HSB will be providing underwriting and marketing support. We are not offering this coverage mono-line; we must write other commercial business for the insured in order to offer any of the 3 of our cyber forms.

3 Coverage Forms Available:

1. Cincinnati Data Defender (HC 102) – This product provides data privacy protection that includes breach response expenses, defense and liability and identity recovery coverages at low coverage limits & a low premium charge. It is ideal for small and medium-sized risks.

Application HC002 is required for limits other than the below stated standard limits.

Eligibility: Most classes of business are eligible. Ineligible are: financial institutions, adult entertainment, gambling or gaming, credit card or financial transaction processing, hospitals, credit reporting agencies, collection agents and information or data brokers.

Coverages in the HC102 (all 3 coverages must be added if using this form):

- 1. Breach response expense coverage (\$50,000 standard limit)
- 2. Defense and liability coverage (\$50,000 standard limit)
- 3. Identity recovery coverage (\$25,000 standard limit)

2. Cincinnati Network Defender (HC 103) – This form helps round out the insured's Data Defender protection by adding in coverage for computer attack & network security liability coverage. This form features low coverage limits, low premium charge & is ideal for small and medium-sized risks.

Application HC002 is required for limits other than the below standard limits.

Eligibility: same eligibility as listed in Data Defender above.

Coverages in the HC 103 (both coverages in the form must be added & both limits have to be the same):

- 1) Computer attack coverage (\$50,000 base limit)
- 2) Network security liability coverage (\$50,000 base limit)

3. Cincinnati Cyber Defense (HC 104) –This form is typically for larger, more complex risks. These policies will be individually underwritten and requires a completed and signed app, HC004, to quote. This form offers a standard limit of \$1million with higher limits & sublimits available.

Eligibility: Most classes are eligible; Ineligible are adult entertainment & gambling/gaming businesses.

Coverages in the HC 104: A-Breach Response expense B- Computer Attack coverage C- Cyber Extortion coverage D-Identity Recovery coverage E-Data Compromise Liability coverage F-Network Security Liability coverage G-Electronic Media Liability coverage

-Insureds that purchase any of the 3 above forms (and agents) are given access to cyber risk and identity theft support services and online tools. There is a notice to policyholders that goes out with each policy that contains any of the 3 coverage forms instructing insureds how to access the website. The website may then be accessed by going to www.eriskhub.com/cic. The insured (or agent) will need to complete a new user registration using the following access code: 12116-868. Our toll-free identity theft help line is 866-219-9831 and is available 8am to 8pm EST M-F.

#### **RISK SELECTION GUIDE**

This list is to be used solely as a guide. It does not recognize the individual quality and/or uniqueness of a particular risk. Unlisted risks should be referred to headquarters. CHARACTERISTICS:

1. AGGRESSIVE - ACTIVELY PURSUE 2. WRITEABLE - JUDGMENT NEEDED 3. RARELY WRITTEN - SALES AND CLD <u>CONSENSUS</u> REQUIRED AT APPROPRIATE EXPERIENCE LEVEL PRIOR TO ANY COMMITMENT (\*) Denotes reinsurance concerns. Review of treaty reinsurance agreement needed.

									UMB Code
	GL	GL	GL		GL	Auto	COM	PROF	COM
Description	Code	Property P&O	P/CO	N/C	P/CO	Indication	UMB	UMB	(PROF)

#### **COMMERCIAL LINES RISK SELECTION GUIDE**

Description	GL Code	Property	GL P&O	GL P/CO	wc	WC Code	Auto Indication		PROF UMB	UMB Code COM (PROF)
Abrasive Wheel Mfg.	50010	2	2	3	2	1748	2	3	n/a	13
Abrasives or Abrasive Products Mfg artificial	50015	2	2	2	2	1860	2	2	n/a	12
Abrasives or Abrasive Products Mfg NOC	50017	2	2	2	2	1741, 1747, 1803	2	2	n/a	12
Adhesive Mfg. *	50045	3	2	3*	3*	4557, 4653	2	3*	n/a	13
Adhesive Tape Mfg.	50047	3	2	2	3	4279	2	2	n/a	12
Adult Day Care - NFP	40005	2	3	2	2	9101	2	2	n/a	21
Adult Day Care - Other than NFP	40006	2	3	2	2	9101	2	2	n/a	21
Advertising Sign Companies - Outdoor (Contractors)	90089	2	2	1	3	9554	2	1	n/a	06
Aerosol Container Mfg.	51005	3	3	3	3	2111	2	3	n/a	13
Aerosol Containers - filling or charging for others	51001	3	3	3	3	3220	2	3	n/a	13
Agricultural Equipment Mfg (Machinery Mfg farm type)	#	2	2	3	2	3507	2	3	n/a	13

Air Conditioning Equipment Mfg.       51116       2       2       2       3179       2       2       n/a         Air Conditioning Systems or Equipment - dealers or distributors and installation, service or repair       91111       1       1       2       8601, 5190, 5536, 3724, 5183, 5538       2       n/a         Aircraft or Aircraft Parts Mfg.*       51201       2       2       3*       2       3076, 3632, 3830       2       3*       n/a         Aircraft or Aircraft Parts Mfg.*       51201       2       2       3*       2       3076, 3632, 3830       2       3*       n/a         Airport - lessees of portions of airports engaged in the sales/servicing/repair of aircraft or accessories, or pilot instruction *       40026       2*       3*       3*       2*       7423       2       3*       n/a         Airport Runway or Warming Apron - paving or repaving *       91125       2       3       3*       5506       2       3*       n/a         Airport Control Towers - not operated exclusively by the Federal Aviation Administration *       40020       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40010       2*       3*       3*       2*       7423       2	12 08 13 88
dealers or distributors and installation, service or repair       Image: Construct of the service of repair       Image: Construct of the service of repair       Image: Construct of the service of repair         Aircraft or Aircraft Parts Mfg.*       51201       2       2*       3*       2       3076, 3632, 3830       2       3*       n/a         Aircraft or Aircraft Parts Mfg.*       51201       2       2*       3*       2       3076, 3632, 3830       2       3*       n/a         Airport - lessees of portions of airports engaged in the sales/servicing/repair of aircraft or accessories, or pilot instruction *       40026       2*       3*       3*       2*       7423       2       3*       n/a         Airport Runway or Warming Apron - paving or repaying *       91125       2       3       3*       5506       2       3*       n/a         Airport Runway or Warming Apron - paving are repaying *       40020       2*       3*       3*       5506       2       3*       n/a         Airports - control Towers - not operated exclusively by the Federal Aviation Administration *       40010       2*       3*       3*       2*       8810       2       3*       n/a         Airports - commercial *       40010       2*       3*       3*       2*       7423       2	13
Airport - lessees of portions of airports engaged in the sales/servicing/repair of aircraft or accessories, or pilot instruction *       40026       2*       3*       3*       2*       7423       2       3*       n/a         Airport Runway or Warming Apron - paving or repaving *       91125       2       3       3*       5506       2       3*       n/a         Airport Runway or Warming Apron - paving or repaving *       91125       2       3       3*       5506       2       3*       n/a         Airport Control Towers - not operated exclusively by the Federal Aviation Administration *       40020       2*       3*       3*       2*       8810       2       3*       n/a         Airports - commercial *       40010       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40010       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40015       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40015       2*       3*       3*       2       7423       2       3*       n/a         Alarm Mfg burglar	-
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or repaving *       Airport Control Towers - not operated exclusively by the Federal Aviation Administration *       40020       2*       3*       3*       2*       8810       2       3*       n/a         Airports - commercial *       40010       2*       3*       3*       2*       7423       2       3*       n/a         Airports - commercial *       40015       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40015       2*       3*       3*       2*       7423       2       3*       n/a         Airports - private *       40015       2*       3*       3*       2*       7423       2       3*       n/a         Alarm Mfg burglar       51205       2       1       3       2       3179       2       3       n/a         Alarm Mfg fire or smoke       51206       2       1       3       2       3179       2       3       n/a	
exclusively by the Federal Aviation       Administration *       Administrati	07
Airports - private *       40015       2*       3*       3*       2*       7423       2       3*       n/a         Alarm Mfg burglar       51205       2       1       3       2       3179       2       3       n/a         Alarm Mfg fire or smoke       51206       2       1       3       2       3179       2       3       n/a	88
Alarm Mfg burglar         51205         2         1         3         2         3179         2         3         n/a           Alarm Mfg fire or smoke         51206         2         1         3         2         3179         2         3         n/a	88
Alarm Mfg fire or smoke         51206         2         1         3         2         3179         2         3         n/a	88
	13
Alarms - security systems - monitoring         91130         1         3         3         2         7720         2         3         n/a	13
	07
Alarms and Alarm Systems - installation, servicing or repair       91127       1       1       3       2       7605       1       3       n/a	07
Alcohol Mfg not beverage         51210         3         3         3         1472         2         3         n/a	13
Ambulance Service, First Aid or Rescue Squads - NFP, X - Professional *4003212*2*3*73703*3*n/a	88
Ambulance Service, First Aid or Rescue Squads - Other than NFP, X - Professional *4003112*2*3*7370, 83853*3*n/a	88
Ammunition Mfg. *         51211         3*         3*         3*         4771, 3574, 2*         3*         n/a	13
Amusement Centers *         10015         2         3         2         2         8017         2         3         n/a	88
Amusement Devices - NOC *         40040         2*         3         2         3         9180         2         3         n/a	88

Amusement Devices - operated in connection with carnivals or fairs - NFP *	40042	2*	3	2	3	9186	2	3	n/a	88
Amusement Devices - operated in connection with carnivals or fairs - Other than NFP *	40041	2*	3	2	3	9186	2	3	n/a	88
Amusement Parks *	10020	2*	3*	2*	3	9016	2	3*	n/a	88
Analytical Chemists, X-Professional *	91135	2	3*	3*	3	4511	1	3	n/a	07
Anhydrous Ammonia Dealers and Distributors *	10036	2	3*	3*	3	8350	3*	3*	n/a	87
Animals - draft *	40045	3*	3	2	3	#	2	3	n/a	88
Animals - saddle - for rent *	40046	3*	3	2	3	#	2	3	n/a	88
Animals - saddle - private *	40047	3*	3	2	3	#	2	3	n/a	88
Antique Stores (Cost+ stock valuation)	10026	2	2	1	2	8017	1	1	n/a	32
Apartment - any type Student Occupied	#	3	3	1	2	#	2	3	n/a	69
Apartment Buildings - garden (2-stories or less, long-term tenants, with or without mercantile occupancies)	60011	2	2	1	2	9012, 9015	2	1	n/a	35
Apartment Buildings - NOC (long-term tenants, with or without mercantile occupancies)	60010	2	2	1	2	9012, 9015	2	1	n/a	35
Apartment Buildings or Hotels - time sharing - 4 stories or more	60013	2	3	1	2	9015	2	3	n/a	69
Apartment Buildings or Hotels - time sharing - less than 4-stories	60012	2	3	1	2	9015	2	2	n/a	35
Apartment Hotels - 4 stories or more	60016	2	3	1	2	9015	2	3	n/a	69
Apartment Hotels - less than 4 stories	60015	2	3	1	2	9015	2	2	n/a	35
Apartments - Any type over 25 stories*	60011	2 *	3*	1	2	9012, 9015	2	3*	n/a	69
Apartments - buildings converted to apartments	#	3	#	1	2	#	2	#	n/a	#
Appliance Distributors - household type <b>w/PD Ded.</b>	10040	2	1	2	2	8010, 8018	2	1	n/a	73

Appliance Stores - household type, <b>w/ PD</b> Ded.	10042	1	1	1	2	8044	2	1	n/a	33
Appliances and Accessories - install, service or repair - commercial <b>w/ PD Ded.</b>	91150	2	2	2	2	5191	1	1	n/a	06
Appliances and Accessories - install, service or repair - household <b>w/ PD Ded.</b>	91155	2	2	2	2	9519	1	1	n/a	06
Appliances and Accessories Mfg commercial - not gas	51221	2	2	2	2	3076, 3169, 3632	2	2	n/a	12
Appliances and Accessories Mfg commercial gas	51220	2	2	3	2	3169, 3632	2	3	n/a	13
Appliances and Accessories Mfg household - not gas	51224	2	2	2	2	3169	2	2	n/a	12
Appliances and Accessories Mfg household-gas	51222	2	2	3	2	3169	2	3	n/a	13
Arcades - (Amusement Centers)	10015	2	3	2	2	8017	1	3	n/a	88
Archery Ranges - indoor	10052	2	3	3	2	9016	1	3	n/a	84
Archery Ranges - NOC	10054	2	3	3	2	9016	1	3	n/a	84
Arenas - Sports (Stadiums) *	#	1 *	3*	2	2	9182	2	3*	n/a	88
Armored Car Service Companies	91160	2	3	2	3	7720	3	3	n/a	84
Army and Navy Stores (Cost+ stock valuation)	10060	2	2	3	2	8017	1	2	n/a	28
Art Galleries - NFP ( <b>Cost+ BPP valuation</b> )	10065	2	2	1	1	8017	1	1	n/a	32
Art Galleries - Other Than NFP <b>(Cost+</b> BPP valuation)	10066	2	2	1	1	8017	1	1	n/a	32
Asbestos Goods Mfg.*	51230	3	3*	3*	3*	1852	3*	3*	n/a	13
Asphalt or Tar Distilling/Refining	51240	3	2	2	3	4283, 4741	3	2	n/a	12
Asphalt Works	51241	3	2	2	3	1463	3	2	n/a	12
Athletic Games Sponsored by the Insured - NFP	40061	1	3	1	2	9182	2	3	n/a	84
Athletic Games Sponsored by the Insured - Other Than NFP	40059	1	3	1	2	9182	2	3	n/a	84

Athletic or Sports Contests - in buildings - lessee - NFP	40064	1	3	1	2	9182	2	3	n/a	84
Athletic or Sports Contests - in buildings - lessee - Other Than NFP	40063	1	3	1	2	9182	2	3	n/a	84
Athletic Programs - amateur - NFP, <b>X -</b> Participants	40067	1	3	1	2	#	2	3	n/a	84
Athletic Programs - amateur - Other Than NFP, <b>X - Participants</b>	40066	1	3	1	2	#	2	3	n/a	84
Athletic Teams - professional or semi professional *	40069	1 *	3*	1	3*	9178, 9179	2	3*	n/a	84
Auctioneers - livestock-sales conducted away from the insured's premises	91175	1	2	2	2	8288	2	2	n/a	28
Auctioneers - sales conducted away from the insured's premises	91177	1	2	2	2	8017	2	2	n/a	28
Auctions - on premises owned or rented by the insured	91179	2	2	2	2	8017	2	2	n/a	28
Auditoriums	#	2	3	2	2	#	2	3	n/a	88
Automatic Sprinkler System Mfg. (Fire Suppression System)	53229	2	1	3	2	3315	2	3	n/a	13
Automobile Dealers/Sales (franchised new with used)	n/a	2	2	2	2	#	2	2	n/a	00
Automobile Dealers/Sales (non-franchised used only)	n/a	2	2	3	2	#	2	3	n/a	00
Automobile Dismantling	<b>91190</b>	3	3	3	3	3821	3	3	n/a	13
Automobile Mfg. or Assembling	51255	2	2	3	2	3808	2	3	n/a	13
Automobile Parts & Supplies Distributors	10070	1	1	2	2	8046	2	2	n/a	34
Automobile Parts & Supplies Stores	10071	1	1	1	2	8046	2	1	n/a	32
Automobile Quick Lubrication Services w/ PD Ded.	10072	2	2	2	2	8380	2	2	n/a	01
Automobile Renting or Leasing Companies	60035	2	2	2	2	8002, 8380, 8385, 8748	3	2	n/a	28
Automobile Repair or Service Shops	10073	2	2	2	2	8380, 3632	2	2	n/a	01
Automobile Repair or Service Shops - including painting	10073	3	2	2	2	8380, 3632	2	2	n/a	01
Automobile Repair Shops - self-service	10075	2	3	2	2	8380	1	2	n/a	01

Automobile Rust Proofing - NOC (Auto Repair)	10073	2	2	2	2	8380, 3632	1	2	n/a	01
Automobile Storage	#	2	2	2	2	#	2	2	n/a	01
Automobile, Bus and Truck Body Mfg.	51250	2	1	3	2	3822, 3824, 9505, 3824	2	3	n/a	13
Automobile, Bus or Truck Parts - not operating parts	51252	2	1	2	2	3179, 3300, 3807	2	2	n/a	12
Automobile, Bus or Truck Parts - passenger restraining devices	51254	2	1	3	2	2576	2	3	n/a	13
Automobile, Bus or Truck Parts Mfg brakes or brake linings	51251	2	1	3	2	3400	2	3	n/a	13
Automobile, Bus or Truck Parts Mfg operating parts	51253	2	1	3	2	3581, 3648, 3803	2	3	n/a	13
Baby Food Mfg in glass containers	51300	2	1	3	2	6504	2	3	n/a	10
Baby Food Mfg NOC	51305	2	1	3	2	6504	2	3	n/a	10
Bakeries	10100	2	1	2	2	2003, 9083	2	1	n/a	32
Bakery Plants	51315	2	1	2	2	2003	2	2	n/a	12
Banks - (Buildings or Premises)	#	1	2	1	2	#	2	1	n/a	36
Barber or Beauty Shop Supplies Dist.	10111	2	1	2	2	8018	2	2	n/a	34
Barber Shops, X - Professional	10113	1	1	1	1	9586	1	1	1	32 (94)
Bars & Taverns (Restaurants), (with or with out Liquor Liability)	#	2	3	3	2	#	1	3	n/a	25
Bathhouses or Bathing Pavilions	10120	2	3	2	2	9015, 9063	1	2	n/a	28
Battery Mfg dry cell	51330	3	3	3	3	3642	2	2	n/a	12
Battery Mfg wet cell or storage	51333	3	3	3	3	3647	2	2	n/a	12
Bazaars - operated by insured - Not For Profit <b>(Cost+ stock valuation)</b>	10132	2	3	3	2	#	1	2	n/a	28
Bazaars - operated by insured - Other Than Not For Profit <b>(Cost+ stock valuation)</b>	10130	2	3	3	2	#	1	2	n/a	28
Beach Chairs and Umbrellas - rented to others	10133	2	2	2	2	8017	1	1	n/a	32
Beaches - bathing - commercially operated	10135	2	3	2	3	9063	1	2	n/a	28

Beaches - bathing - not commercially operated	40072	2	3	2	2	#	1	2	n/a	28
Bearing Mfg.	51340	2	1	3	2	3638	2	2	n/a	12
Beauty Parlors and Hair Styling Salons, <b>X -</b> Professional	10115	1	2	2	1	8832, 9586	1	1	1	32 (95)
Beer, Ale or Malt Liquor Mfg not bottled or canned ( <b>GL &amp; Umb. = 3 with Liquor</b> Liability)	51352	2	2	2	2	2121	2	2	n/a	10
Beer, Ale or Malt Liquor Mfg in bottles (GL & Umb. = 3 with Liquor Liability)	51350	2	2	2	2	2121	2	2	n/a	10
Beer, Ale or Malt Liquor Mfg in cans ( <b>GL</b> & Umb. = 3 with Liquor Liability)	51351	2	2	2	2	2121	2	2	n/a	10
Beverage Bottler - soft drinks - carbonated - in cans or plastic bottles	51355	1	1	2	2	2157	2	2	n/a	09
Beverage Bottler - soft drinks - carbonated - in glass bottles	51356	1	1	2	2	2157	2	2	n/a	09
Beverage Bottler - soft drinks - in metal cylinders	51357	1	1	2	2	2157	2	2	n/a	09
Beverage Bottler - soft drinks - in paper containers	51358	1	1	2	2	2157	2	2	n/a	09
Beverage Bottler - soft drinks - not carbonated - bottles or cans	51359	1	1	2	2	2156	2	2	n/a	09
Beverage Distributors - alcoholic other than beer (GL & Umb. = 3 with Liquor Liability)	10140	2	1	2	3	8018	2	2	n/a	34 [29 w/ LL]
Beverage Distributors - nonalcoholic and beer (GL & Umb. = 3 with Liquor Liability)	10141	2	1	2	3	7390, 8018	2	2	n/a	34 [29 w/ LL]
Beverage Stores - liquor and wine (GL & Umb. = 3 with Liquor Liability)	10145	2	2	2	3	8017	1	1	n/a	31 [81 w/ LL]
Beverage Stores - soft drinks and beer (GL & Umb. = 3 with Liquor Liability )	10146	2	2	2	2	8017	1	1	n/a	31 [81 w/ LL]
Bicycle Mfg not motorized	51370	2	1	3	2	3865	2	2	n/a	12
Bicycle Stores - sales and service	10150	1	2	3	2	8010, 8380	1	2	n/a	81
Bicycles - rented to others	10151	1	3	2	2	8010	1	2	n/a	83

Billiard or Pool Halls (with or without Liquor)	10160	2	3	3	2	9089	1	3	n/a	25
Billiard or Pool Table Mfg.	51380	3	2	2	2	2883	2	1	n/a	11
Bingo Games - in public halls or theaters - commercial	40075	2	2	2	2	9062	1	2	n/a	20
Blacksmithing	91200	3	3	3	3	3111	1	2	n/a	03
Blasting Operations *	91210	3	3*	3*	3*	6217	3*	3*	n/a	07
Blood Banks - NFP *	40102	2	2*	2*	3	8833	2	2*	n/a	20
Blood Banks - Other Than NFP *	40101	2	2*	2*	3	8833	2	2*	n/a	20
Boarding or Rooming Houses	61000	3	3	2	3	9052	2	3	n/a	69
Boat Dealers *	10101	2	2	3	2*	8748	2	2*	n/a	00
Boat or Ship Building - inboard and inboard/outboard *	51400	3	2	3	3*	3632, 6811, 6801	2	3*	n/a	13
Boat or Ship Building - without motors *	51401	3	2	3	3*	6811	2	3*	n/a	13
Boat Repair and Service *	91235	2	2	3	3*	6834, 6824	2	2*	n/a	01
Boat Storage and Moorage *	10105	3	2	2	2*	6836	2	2*	n/a	01
Boat Yards or Marinas - public *	10107	2	3	2	2*	6836	2	2*	n/a	28
Boats - canoes or row - for rent - not equipped with motors *	10110	2	3	2	2*	#	2	2*	n/a	28
Boats - canoes or row - not for rent - not equipped with motors *	40111	2	2	2	2*	#	1	2*	n/a	28
Boats - motor or sail - not for rent *	40115	2	2	2	2*	#	1	2*	n/a	28
Boats - motor or sail - rented to others *	10117	2	3	2	2*	#	1	3*	n/a	84
Boats - nonowned over 26 feet *	40140	2	3	2	2*	#	1	3*	n/a	84
Boats - not for rent - NOC *	40117	2	2	2	2*	#	1	2*	n/a	28
Boats - rented to others - NOC *	10119	2	3	2	2*	7038, 7050, 7090	2	3*	n/a	84
Boiler Inspection, Installation, Cleaning or Repair	91250	2	2	3	3	3726, 8720	1	3	n/a	07
Bolt, Nut, Rivet, Screw or Washer Mfg.	51500	2	1	2	2	3132, 3145	2	2	n/a	12
Bone, Horn and Ivory Products	#	2	2	2	2	#	1	1	n/a	11
Bookbinding - NFP	51517	2	1	1	2	4307	2	1	n/a	11
Bookbinding- Other Than NFP	51516	2	1	1	2	4307	2	1	n/a	11

Books and Magazine Stores - NFP	10205	1	1	1	1	8072	1	1	n/a	32
Books and Magazine Stores - Other Than NFP	10204	1	1	1	1	8072	1	1	n/a	32
Bottle and Jar Mfg glass - for use under pressure - non returnable	51551	2	1	3	2	4114	2	2	n/a	12
Bottle and Jar Mfg glass - not for use under pressure	51550	2	1	2	2	4114	2	2	n/a	12
Bottle and Jar Mfg glass-for use under pressure - returnable	51552	2	1	3	2	4114	2	2	n/a	12
Bottle and Jar Mfg plastic - non returnable	51553	2	1	2	2	4484	2	2	n/a	12
Bottle and Jar Mfg plastic - returnable	51554	2	1	2	2	4484	2	2	n/a	12
Bowling Lanes (GL & Umb. = 3 with Liquor Liability )	10220	3	2	2	2	9093	1	2	n/a	83 [25 w/ LL]
Boxes or Containers Mfg wood	51576	3	1	1	3	2735, 2759, 2881, 2883	2	1	n/a	11
Boxes or Containers Mfg. corrugated or fiberboard	51575	3	1	1	3	4243, 4240, 4244	2	1	n/a	11
Boy or Girl Scout Councils (with or without Sexual Molestation coverage)	41001	2	3	2	2	8742	3	3	n/a	82
Brick Mfg.	51600	2	1	2	3	4021, 4024	2	1	n/a	11
Bridge or Elevated Hwy. Construction - concrete	91266	2	3	3	3	5222	3	3	n/a	07
Bridge or Elevated Hwy. Construction - iron or steel	91265	2	3	3	3	5040	3	3	n/a	07
Bridges *	N/A	3*	3*	2	2	#	1	3*	n/a	88
Brush or Broom Mfg.	51613	3	1	1	2	2835, 2836	2	1	n/a	11
Builders' Risks - New Construction	#	2	2	2	#	#	2	2	n/a	08
Builders Risks - Renovation	#	3	2	2	#	#	2	2	n/a	08
Building Construction - general	#	2	2	2	3	#	2	#	n/a	#
Building Material Dealers	10255	2	2	2	2	8232, 8235, 8058	2	2	n/a	34
Building Material Dealers - secondhand material	10256	2	3	3	2	8204	2	2	n/a	34

Building Material Distributors	10257	2	2	2	2	8058	2	2	n/a	34
Building Mfg. or Assembling (Prefabricated Building Mfg.)	58397	3	2	3	2	2802, 3030	2	2	n/a	12
Building Structure - raising or moving	91280	2	3	3	3	5703	3	3	n/a	07
Buildings or Premises - bank and other financial institutions *	61223	1*	1	1	1	7380, 8742, 8810, 8833, 9015	2	1	n/a	36
Buildings or Premises - bank or office - mercantile or mfg LRO - maintained by insured - Other Than NFP	61217	#	2	2	2	9015	2	2	n/a	42
Buildings or Premises - bank or office - mercantile or mfg LRO - maintained by the insured - NFP	61218	#	2	2	2	9015	2	2	n/a	42
Buildings or Premises - bank or office - mercantile or mfg LRO - Other Than NFP	61212	#	1	1	2	#	2	2	n/a	42
Buildings or Premises - bank or office- mercantile or mfg LRO - NFP	61216	#	1	1	2	#	2	2	n/a	42
Buildings or Premises - office - NFP - NOC	61227	1	1	1	1	9015	1	1	n/a	40
Buildings or Premises - office - Other Than NFP - NOC	61226	1	1	1	1	8742, 8810, 9012, 9015	1	1	n/a	40
Buildings or Premises - office - premises occupied by employees of insured - NFP	61225	1	1	1	1	9015	1	1	n/a	40
Buildings or Premises - office - premises occupied by employees of insured - Other Than NFP	61224	1	1	1	1	9015	1	1	n/a	40
Buildings or Premises - bank or office - mercantile or mfg - OWNED - <b>any over 25-</b> stories. *	#	2*	3*	2*	2*	9015	1	1*	n/a	40
Bus Mfg. or Assembling or Reconstruction	51625	2	2	3	2	3808	2	3	n/a	13
Bus Stations or Terminals *	41210	2*	3*	2*	2*	7382, 8385	3*	3*	n/a	88
Buttons or Fasteners Mfg.	51666	2	1	2	2	3131, 3270, 4484	2	1	n/a	11

Cable Installation in Conduits or Subways	91302	1	2	2	3	5190	2	2	n/a	03
Cable or Subscription TV Companies	91315	1	2	2	3	7610	2	2	n/a	20
Cable or Wiring Mfg.	#	2	1	2	2	#	2	2	n/a	12
Caisson or Cofferdam Work - foundations for buildings *	91324	2	3*	3*	3*	6252	2	3*	n/a	07
Caisson or Cofferdam Work - not foundations for buildings *	91325	2	3*	3*	3*	6252	2	3*	n/a	07
Camera and Photographic Equipment Stores	10309	1	1	1	1	8017, 8018	1	1	n/a	32
Camper Bodies or Camper Trailers Mfg.	51702	2	2	3	2	3808	2	3	n/a	13
Camper Mfg self-powered	51703	2	2	3	2	3808, 8393	2	3	n/a	13
Camper or Travel Trailer Sales Agencies	10315	1	2	2	2	8748	2	2	n/a	00
Campgrounds - NFP	10332	3	3	1	3	9015	3	3	n/a	84
Campgrounds - Other Than NFP	10331	3	3	1	3	9015	3	3	n/a	84
Camps - NFP	41421	3	3	1	3	8869, 9059, 9015	3	3	n/a	84
Camps - Other Than NFP	41422	3	3	1	3	9015	3	3	n/a	84
Can Mfg metal	51734	2	1	2	2	3220	2	2	n/a	12
Candle Mfg.	51741	3	1	3	2	4557	2	2	n/a	12
Candy or Confectionery Products Mfg.	51752	2	2	2	2	2041	2	2	n/a	12
Candy or Confectionery Stores	10352	1	1	2	1	8006	1	1	n/a	31
Car Washes <b>w/ PD Ded.</b>	10367	1	2	2	3	8380	2	2	n/a	01
Car Washes-self service w/ PD Ded.	10368	1	2	2	2	8380	1	2	n/a	01
Carbon Paper or Inked Ribbon Mfg.	51767	3	1	2	2	4251	2	1	n/a	11
Carnival or Circus Companies	10375	3	3	2	3	9186	2	3	n/a	88
Carnivals - outside (sponsor's risk only) - NFP	10379	2	3	2	2	#	2	3	n/a	88
Carnivals - outside (sponsor's risk only) - Other Than NFP	10378	2	3	2	2	#	2	3	n/a	88
Carnivals or Circuses - in tents (sponsor's risk only) - NFP	10381	2	3	2	2	#	2	3	n/a	88
Carnivals or Circuses - in tents (sponsor's risk only) - Other Than NFP	10380	2	3	2	2	#	2	3	n/a	88

Carpentry - construction of residential property not exceeding three stories in height (Not a General Contractor)	91340	2	2	2	2	5645, 5651	1	1	n/a	06
Carpentry - interior only	91341	2	2	2	2	5020,5443, 5437, 5445	1	1	n/a	06
Carpentry - NOC (Not a General Contractor)	91342	2	2	2	2	5403	1	1	n/a	06
Carpentry - shop only	91343	3	2	2	2	2802	1	1	n/a	06
Carpet or Rug Mfg.	51777	3	2	2	2	2402, 2220	2	2	n/a	12
Carpet, Rug, Furniture or Upholstery Cleaning - shop only	11007	2	1	2	2	2585	1	1	n/a	11
Carpet, Rug, Furniture or Upholstery Cleaning- on customers' premises <b>w/ PD</b> Ded.	91405	1	2	2	2	2585	1	1	n/a	06
Catalog or Premium Coupon Redemption Stores	11020	2	1	2	2	8017	1	1	n/a	32
Caterers (without Liquor Liability)	11039	2	2	2	2	9082	2	2	n/a	30
Caulking Compounds, Putty or Similar Products Mfg. *	51790	3	2	3*	3*	4558	2	3*	n/a	13
Caves - tourist attraction	41510	1	3	2	3	9016	2	3	n/a	88
Ceiling or Wall Installation - metal	91436	1	2	1	2	5538	2	1	n/a	06
Cellophane & Cellophane Products Mfg.	51796	3	3	3	3	2305	2	2	n/a	12
Cement or Plaster Mfg bulk	51809	2	2	2	3	1701	2	2	n/a	12
Cement, Concrete Mix or Plaster Mfg packaged	51808	2	2	2	3	1701	2	2	n/a	12
Cemeteries - NFP	41604	1	2	1	2	9220	1	2	n/a	20
Cemeteries - Other Than NFP	41603	1	2	1	2	9220	2	2	n/a	20
Ceramics Mfg.	#	2	1	2	3	#	2	1	n/a	11
Chairs - rented to others	11052	2	2	2	2	8017	1	1	n/a	32
Charcoal or Coal Briquette Mfg.	51833	3	2	3	3	1463, 1472	2	2	n/a	12
Chemical Distributors*	11101	3*	3*	3*	3*	8215	3*	3*	n/a	88
Chemical Mfg commercial or industrial - NOC *	51850	3*	3*	3*	3*	4828, 4829	2*	3*	n/a	13

Chemical Mfg commercial or industrial - primarily flammable, explosive or reactive - NOC *	51852	3*	3*	3*	3*	4829	2*	3*	n/a	13
Chemical Mfg commercial or industrial - primarily toxic or presenting a health hazard - NOC *	51853	3*	3*	3*	3*	1438	2*	3*	n/a	13
Chemical Mfg commercial or industrial -toxic and either flammable, explosive or reactive - NOC *	51851	3*	3*	3*	3*	4829	2*	3*	n/a	13
Chemical Mfg household - NOC *	51855	3*	3*	3*	3*	4829	2*	3*	n/a	13
Chemical Mfg household - primarily toxic or presenting a health hazard - NOC *	51857	3*	3*	3*	3*	4829	2*	3*	n/a	13
Chemical Mfg household-primarily flammable, explosive or reactive - NOC *	51856	3*	3*	3*	3*	4829	2*	3*	n/a	13
Chemical Mfg household-toxic and either flammable, explosive or reactive - NOC *	51854	3*	3*	3*	3*	4829	2*	3*	n/a	13
Children's Play center - indoor	11120	1	3	2	2	9059	2	2	n/a	83
Chimney Cleaning Services w/ PD Ded.	91481	1	2	2	3	9014, 9015	2	2	n/a	03
China, Porcelain Earthenware Mfg.	51869	2	1	2	3	3224, 4021, 4053, 4061, 4062, 4352	2	1	n/a	11
Churches or Other Houses of Worship, X - Professional - Post 1960	41650	1	1	1	2	8868, 9101	2	1	n/a	14 (61)
Churches or Other Houses of Worship, <b>X -</b> Professional - Pre 1960	41650	2	1	1	2	8868, 9101	2	1	n/a	14 (61)
Churches or Other Houses of Worship, <b>X -</b> Professional - with Day Care	41650	#	2	1	2	8868, 9101	2	2	n/a	15 (61)
Churches or Other Houses of Worship, <b>X -</b> <b>Professional</b> - with School (with or without Day Care)	41650	#	2	1	2	8868, 9101	2	2	n/a	16 (61)
Clay or Shale Digging *	91507	2	3*	2*	3	4000	3*	3*	n/a	7

Clay Products Mfg.	51877	2	1	2	3	4021, 4024, 4053	2	1	n/a	11
Cleaning - outside surfaces of buildings	91523	1	3	2	3	5213	2	2	n/a	03
Clock Mfg.	51889	2	1	1	2	3385	2	1	n/a	11
Clothing Mfg. (not children's clothing)	51896	3	1	2	3	2361, 2362, 2501, 2670, 2386	2	2	n/a	12
Clothing or Wearing Apparel Distributors	11126	2	1	1	2	8032	2	2	n/a	34
Clothing or Wearing Apparel Stores - NFP	11128	2	1	1	1	8008	1	1	n/a	32
Clothing or Wearing Apparel Stores - Other Than NFP	11127	2	1	1	2	8008	1	1	n/a	32
Club - civic, service or social - having buildings or premises owned or leased - NFP (not bars/taverns)	41668	2	2	1	2	9061	2	2	n/a	80
Club - civic, service or social - no buildings or premises except for office purposes - NFP	41670	1	2	1	2	8861, 9110	1	1	n/a	79
Clubs - civic, service or social - having buildings or premises owned or leased - Other Than NFP (not bars/taverns)	41667	2	2	1	2	9061	2	2	n/a	80
Clubs - civic, service or social - no buildings or premises except for office purposes - Other Than NFP	41669	1	2	1	2	9061	1	1	n/a	79
Clubs - country or golf	11138	2	2	1	2	9060	2	2	n/a	80
Clubs - horseback riding-no commercial riding instruction	41664	3	3	1	3	8279	2	3	n/a	82
Clubs - racket sports and handball	41665	2	2	2	2	9063	1	2	n/a	80
Clubs - swimming	41666	2	3	2	2	9063	1	3	n/a	82
Coffins or Caskets Mfg.	51900	3	1	1	3	2881, 3076, 4034	2	1	n/a	11
Coke Mfg.*	51909	3	2	3*	3*	1472	2	2*	n/a	12
Collectibles and Memorabilia Stores (Cost+ stock valuation)	11155	2	2	1	2	8017	1	1	n/a	32
Color or Pigment Preparation	51919	2	1	3	2	4558, 4825	2	2	n/a	12

Commissary Work	91547	2	2	2	2	9052, 9058	2	2	n/a	09
Communication Equipment Installation - industrial or commercial	91551	2	1	2	2	5190, 7605	2	1	n/a	06
Communication or Recording Systems or Equipment Mfg industrial or commercial - NOC	51927	2	1	2	2	4923	2	1	n/a	11
Communications or Recording Systems or Equip. Mfg other than industrial or commercial	51926	2	1	2	2	3179	2	1	n/a	11
Community Recreational Facilities - not operated by governmental agency	41678	2	3	2	2	9063	2	3	n/a	82
Composition Goods Mfg.	51934	3	2	2	2	4263	2	2	n/a	12
Computer Consulting or Programming, X - Professional	41675	1	1	3	1	8803, 8810	1	3	n/a	84
Computer Data Processing - operations, X - E&O	43151	2	2	2	1	7610	1	2	n/a	20
Computer Data Processing - time sharing	43152	2	2	2	1	7610	1	2	n/a	20
Computer Firms (Web Design/ Development/Mgt./Hosting) <b>X - E&amp;O</b>	#	2	3	3	1	#	1	3	n/a	84
Computer Mfg., <b>X - Professional</b>	51941	2	1	3	2	3574, 3681, 4150	2	2	n/a	12
Computer Service/Repair	91555	1	1	2	1	5191	2	1	n/a	06
Computer Software Mfg Pre-packaged	51942	2	1	3	2	8810	2	2	n/a	21
Computer Stores	11160	1	1	2	1	8017, 8072	1	1	n/a	33
Computer/Web/Internet Security, X - E&O	#	2	3	3	2	#	1	3	n/a	84
Concessionaires - check-room, shoeshine or toilet concessions in hotels, restaurants, railroad stations etc.	11167	2	2	1	2	8017	1	1	n/a	32
Concessionaires - NOC	11168	2	2	2	2	8017	2	2	n/a	81
Concrete Construction - Flat Work	91560	2	2	2	2	5213, 5215, 5221, 8227	2	1	n/a	06
Concrete Construction - Structural	91560	2	3	3	3	5213, 5215, 5221, 8227	2	3	n/a	07

Concrete or Cement Distributing Towers - rented to others	91562	1	3	2	2	5057	2	2	n/a	08
Concrete or Plaster Products Mfg not structural	51957	2	2	2	3	4036, 4038	2	2	n/a	12
Concrete Products Mfg prestressed	51958	2	2	3	3	4034	2	2	n/a	12
Concrete Products Mfg structural - NOC	51959	2	2	3	3	4034	2	3	n/a	13
Concrete-mixed in transit	51956	2	2	2	3	7228	3	3	n/a	13
Condominiums - any - over 25-stories *	#	2*	3	1	2	#	2	3*	n/a	69
Condominiums - commercial shopping centers - association risk only	62001	#	2	2	2	#	1	2	n/a	37
Condominiums - commercial warehouses, mfg. or private - association risk only	62002	#	#	2	2	#	2	2	n/a	37
Condominiums - commercial-bank or mercantile, manufacturing or office - association risk only	62000	#	#	2	2	#	1	2	n/a	37
Condominiums - residential - association risk only - 5 stories or more (with or without mercantile occupancies)	62003	2	3	1	2	9012, 9015	2	3	n/a	69
Condominiums - residential - association risk only - under 5-stories (with or without mercantile occupancies)	62003	2	2	1	2	9012, 9015	2	2	n/a	37
Condominiums - Residential - <b>student</b> occupied	#	3	3	1	2	#	2	3	n/a	69
Conduit Construction for Cables or Wires	91577	1	2	2	3	6325	2	2	n/a	08
Construction Management (lacking control of Risk Transfer)	41620	2	3	3	2	#	2	3	n/a	07
Consultants - NOC, x-Professional	41677	1	1	2	2	5102, 8803	1	2	n/a	03
Contact Lenses Mfg.	51960	2	1	3	2	4150	2	2	n/a	12
Contractors - NOC	94444	2	3	3	3	#	2	3	n/a	07
Contractors - General - Commercial <b>w/Risk</b> Transfer	91580	2	2	2	2	#	2	2	n/a	04
Contractors - General - Residential >15 Units/year <b>w/Risk Transfer</b>	91580	2	2	3	2	#	2	3	n/a	05

Contractors - General - Residential ≤15 Units/year <b>w/Risk Transfer</b>	91580	2	2	2	2	#	2	2	n/a	04
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection- apartment or office buildings over four stories	91582	2	3	2	3	5406	2	3	n/a	07
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one and two family dwellings, < or = 15 units/year	91583	1	2	2	#	5645	2	2	n/a	04
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one and two family dwellings, > 15 units/year	91583	1	2	3	#	5645	2	3	n/a	05
Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection - not buildings	91581	2	2	2	#	5213	2	2	n/a	04
Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - for industrial use	91584	1	2	2	#	5403	2	2	n/a	04
Contractors - subcontracted work - in connection with pipeline (other than oil or gas) or communication or power line construction, reconstruction or repair	91587	2	2	2	3	6319	2	3	n/a	07
Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - NOC	91585	1	2	2	#	5403	2	2	n/a	04
Contractors - subcontracted work - other than construction related work	91591	1	#	#	#	#	2	2	n/a	08

Contractors - subcontracted work-in connection with bridge tunnel or elevated street or highway construction, reconstruction or repair	91588	2	3	3	3	5222	2	3	n/a	07
Contractors - subcontracted work-in connection with oil or gas field construction, reconstruction or repair	91586	3	3	3	3	6233	2	3	n/a	07
Contractors - subcontracted work-in connection with street or highway construction or repair - not elevated	91589	2	3	2	3	5506	2	3	n/a	07
Contractors Equipment - cranes, derricks, power shovels and equipment incidental thereto - rented to others with operators	11201	2	3	2	3	9534	3	3	n/a	07
Contractors Equipment - cranes, derricks, power shovels and equipment incidental thereto - rented to others without operators	11202	2	3	2	2	8107	3	3	n/a	07
Contractors Equipment - earth moving equipment other than cranes, derricks or power shovels - rented to others with operators	11205	2	3	2	3	8107	3	3	n/a	27
Contractors Equipment - earth moving equipment other than cranes, derricks or power shovels - rented to others without operators	11206	2	3	2	2	8107	3	3	n/a	27
Contractors Equipment - excluding automobiles - rented to others with operators - NOC	11207	2	3	2	3	8107	2	3	n/a	27
Contractors Equipment - excluding automobiles - rented to others without operators - NOC	11208	2	3	2	2	8107	2	3	n/a	27
Contractors Equipment - hod or material platform hoist and equipment incidental thereto - rented to others with operators	11209	2	3	2	3	8107	2	3	n/a	27

Contractors Equipment - hod or material platform hoist and equipment incidental thereto - rented to others without operators	11210	2	3	2	2	8107	2	3	n/a	27
Contractors Equipment - ladders scaffolds, scaffolding, sidewalk bridges, towers and equipment incidental thereto - rented to others	11211	2	3	2	2	8107	2	3	n/a	27
Contractors Equipment - scaffolds, sidewalk bridges, hod or material hoist towers-rented to others - installation, repair or removal operations only	11212	2	3	2	3	8107	2	3	n/a	27
Contractors Equipment - steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto - rented to others with operators	11213	2	3	2	3	8107	2	3	n/a	27
Contractors Equipment - steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto - rented to others without operators	11214	2	3	2	2	8107	2	3	n/a	27
Contractors Equipment Dealers - ladders, excluding hoists scaffolds or towers	11203	2	2	3	2	8107	2	3	n/a	26
Contractors Equipment Dealers - ladders, hoists, scaffolds or towers	11204	2	2	3	2	8107	2	3	n/a	26
Contractors Executive Supervisors or Executive Superintendents, Commercial, & Residential < or = 15 units/year	91580	1	2	2	3	5606	2	2	n/a	04
Contractors Executive Supervisors or Executive Superintendents, <b>Residential &gt;</b> 15 units/year	91580	1	2	3	3	5606	2	3	n/a	05
Contractors Permanent Yards - maintenance or storage of equipment or material	91590	2	2	2	2	8227	2	2	n/a	04

Convalescent Homes - (Health Care Facilities) - <b>Refer professional to</b> <b>specialist.</b>	#	2	3*	3*	3	8829	3	3*	3*	21 / 63
Convalescent Homes - (Health Care Facilities) - Refer professional to specialist.	#	2	3*	3*	3	8829	3	3*	3*	21 / 63
Conventions sponsor's risk only - NFP	41673	1	2	1	2	#	2	2	n/a	20
Conventions-sponsor's risk only - Other Than NFP	41672	1	2	1	2	#	2	2	n/a	20
Convents or Monasteries	41680	2	1	1	2	8868	2	2	n/a	20
Converted Buildings (a building not used for its original intended purpose)	#	2	#	#	2	#	#	#	n/a	#
Copying/Duplicating Services - retail	11222	1	1	1	1	8015	2	1	n/a	32
Cosmetic/Hair/Skin Preparation Stores	11234	1	2	2	1	8017	1	2	n/a	81
Cosmetics Mfg.	51970	2	1	3*	2	4611	2	3*	n/a	13
Cosmetologists (Beauty or Barber)	10115	1	2	2	2	8832, 9586	1	1	1	32 (95)
Cotton Compressing	51985	3	1	2	3	0400	2	2	n/a	12
Cotton Gin Operations	51986	3	1	2	3	0401	2	2	n/a	12
Cotton Gin Operations - other than those performed for a fee per bale	41679	3	1	2	3	0401	2	2	n/a	12
Cotton or Wool Merchants	11248	3	2	2	2	8103	2	2	n/a	34
Cotton/Batting/Wadding/Waste Mfg.	51982	3	1	2	3	2211, 2578	2	1	n/a	11
Crane Services - construction (Contractors Equipment - cranes, etc. rented with operators)	11201	2	3	2	3	9534	3	3	n/a	27
Crematories - NFP	41697	2	1	1	2	9620	2	1	1	23 (55)
Crematories - Other than NFP	41696	2	1	1	2	41696	2	1	1	23 (55)
Crop Spraying - by contractors *	91606	2	3*	3*	3	7423, 7409	3	3*	n/a	07
Cutlery (Not Powered) & Flatware Mfg.	51999	2	1	2	2	3122	2	1	n/a	11
Dairy Products Mfg.	52002	2	1	3	2	2039, 2065, 2070	2	3	n/a	10
Dairy Products or Butter and Egg Stores - NFP	11259	1	2	1	2	8006	1	1	n/a	31

Dairy Products or Butter and Egg Stores - Other Than NFP	11258	1	2	1	2	8006	1	1	n/a	31
Dam or Reservoir Construction *	91618	2	3*	3*	3*	6017, 6018	2	3*	n/a	07
Dam, Levee or Dike - existence hazard only *	41700	2*	3*	1	2	#	1	3*	n/a	88
Dance Halls, Ballrooms or Discotheques - NFP (with or with out Liquor Liability) *	11274	2*	3	3	2	9084	1	3	n/a	25
Dance Halls, Ballrooms or Discotheques - Other Than NFP (with or with out Liquor Liability) *	11273	2*	3	3	2	9084	1	3	n/a	25
Day Care Centers - NFP	41716	2	3	2	2	9059	2	3	n/a	17
Day Care Centers - Other Than NFP	41715	2	3	2	2	8869, 9059	2	3	n/a	17
Debris Removal - construction site	91629	1	2	1	3	5610	2	1	n/a	06
Delicatessens	11288	1	2	1	2	8006	1	1	n/a	31
Demolition * (Wrecking)	#	1	3*	3*	3*	#	3	3*	n/a	07
Dental Labs	12014	1	1	1	1	4692	1	1	n/a	33
Dentists (class - 1), <b>X - Professional</b>		1	2	2	1	8832	1	1	1	40 (51)
Dentists (class - 2), <b>X - Professional</b>		1	2	2	1	8832	1	1	1	40 (52)
Dentists (class - 2A, X - Professional		1	2	2	1	8832	1	1	1	40 (53)
Dentists (class - 3), <b>X - Professional</b>		1	2	2	1	8832	1	3	3*	40 (46)
Department or Discount Stores	12356	2	2	2	2	8039	2	1	n/a	32
Detective or Investigative Agencies - Private, <b>X - Professional</b>	91636	1	3	2	3	7720	3	2	n/a	08
Detergent Mfg Household *	52075	3	2	3*	3*	4720	2	2*	n/a	12
Detergent Mfg NOC*	52076	3	2	3*	3*	4720	2	2*	n/a	12
Dextrine Mfg.	52109	3	3	3	3	4703	2	3	n/a	13
Diagnostic Testing Laboratories, X - E & O	46112	1	2	2	2	4511	1	2	n/a	28
Die Cast Mfg.	52137	2	1	2	2	1925	2	1	n/a	11
Dike/Levee/ Revetment Construction *	91641	2	3*	3*	3*	6005, 6045	2	3*	n/a	07
Distillation or Extraction - NOC	52150	3	2	2	3	1472	2	1	n/a	06
Distributors - food or drink - NOC	12361	2	1	2	2	8018	2	2	n/a	34
Distributors - no food or drink - NOC	12362	2	1	2	2	7380, 8018, 8032	2	2	n/a	34

Diving - marine *	91666	2	3	3	3*	7394, 7395, 7398	2	3*	n/a	07
Dock Operations - coal, grain or ore *	91722	3	3*	2*	3*	7313	2	3*	n/a	07
Door or Window Mfg NOC	52134	2	1	3	2	3066, 3076	2	2	n/a	12
Door or Window Mfg Wood	52315	3	1	3	2	2802	2	2	n/a	12
Door, Window or Assembled Millwork - installation - metal	91746	2	1	2	2	3724, 5102, 5645	2	1	n/a	06
Dormitories (Schools - dorms)	#	3	3	2	2	#	2	3	n/a	69
Draftsmen, X-Professional	91805	1	1	1	1	8810	1	1	n/a	40
Drawbridges - existence hazard only *	43007	3*	3*	1*	3*	#	1	3*	n/a	88
Dredging - gold - endless bucket or ladder type *	92053	3	3	3	3*	1165	2	3*	n/a	07
Dredging - gold - floating dragline type*	92054	3	3	3	3*	1165	2	3*	n/a	07
Dredging - NOC*	92055	3	3	3	3*	4000, 7333, 7335, 7337	2	3*	n/a	07
Drilling - NOC *	92101	1	3*	3*	3	6204	2	3*	n/a	07
Drilling - water	92102	1	2	2	3	6204	2	1	n/a	06
Driveway, Parking Area or Sidewalk - paving or repaving, <b>with PD ded</b> .	92215	1	2	2	2	5221	2	1	n/a	06
Drug Abuse Treatment Centers (Health Care Facilities - alcohol & drug) X - Professional	#	3	3	3	3	#	2	3	n/a	88
Drug Distributors *	12373	2	1	3*	2	8047	2	2*	n/a	34
Drug Mfg biological products *	52341	2	2*	3*	2	5951	2	3*	n/a	13
Drug Stores - no table or counter service for beverage or food	12374	1	2	1	2	8045	2	2	2	28 (54)
Drug Stores - NOC	12375	1	2	1	2	8045	2	2	2	28 (54)
Drug, Medicine or Pharmaceutical Preparations Mfg for animal use *	52342	2	2*	3*	2	4825	2	3*	n/a	13
Drug, Medicine or Pharmaceutical Preparations Mfg NOC *	52343	2	2*	3*	2	4285, 4611, 4825	2	3*	n/a	13
Drums Mfg Metal	52401	1	2	3	2	3400	2	3	n/a	13
Drums Mfg Plastic	52402	2	2	3	2	4484	2	3	n/a	13

Dry Cleaning Plants - (Laundries and Dry Cleaning Plants)	45678	2	1	1	3	2585	2	1	n/a	23
Dry Wall or Wallboard Installation	92338	1	1	2	3	5445	2	1	n/a	06
Dude Ranches	43117	3	3	2	3	9052	2	3	n/a	88
Dwellings - Any type - Student Occupied	#	3	3	1	2	#	2	3	n/a	69
Dwellings - four family (LRO) 25 years old or older	63013	2	2	1	2	#	1	1	n/a	35
Dwellings - four family (LRO) less than 25 years old	63013	1	1	1	2	#	1	1	n/a	35
Dwellings - one family (LRO) 25 years old or older	63010	2	2	1	2	#	1	1	n/a	35
Dwellings - one family (LRO) less than 25 years old	63010	1	1	1	2	#	1	1	n/a	35
Dwellings - three family (LRO) 25 years old or older	63012	2	2	1	2	#	1	1	n/a	35
Dwellings - three family (LRO) less than 25 years old	63012	1	1	1	2	#	1	1	n/a	35
Dwellings - two family (LRO) 25 years old or older	63011	2	2	1	2	#	1	1	n/a	35
Dwellings - two family (LRO) less than 25 years old	63011	1	1	1	2	#	1	1	n/a	35
Electric Light or Power Companies *	92445	3	3*	3*	3*	7539	2	3*	n/a	07
Electric Light or Power Cooperatives - Rural Utilities - service projects only *	92453	2	3*	3*	3*	7540	2	3*	n/a	07
Electric Light or Power Line Construction - NOC	92446	2	3	3	3	7538	2	3	n/a	07
Electric Light or Power Line Construction - Rural Utilities - service projects only	92447	2	3	3	3	7538	2	3	n/a	07
Electrical Apparatus - installation, servicing or repair - NOC	92451	1	1	2	2	3179, 3724, 5190, 5191, 5213	2	1	n/a	06
Electrical Equip. Mfg for direct and indirect applications to the body	52433	2	1	3	2	3179	2	3	n/a	13
Electrical Equipment Distributors	12391	2	1	2	2	8010	2	2	n/a	34

Electrical Equipment Mfg NOC	52432	2	1	2	2	3179	2	2	n/a	12
Electrical Generating Machinery Mfg.	52435	3	2	3	3	3643	2	3	n/a	13
Electrical Parts, Components or Accessories Mfg NOC	52438	2	1	2	2	3179, 3681	2	2	n/a	12
Electrical Power Distribution or Transmission Equip. Mfg NOC	52440	2	1	3	2	3643, 4720	2	3	n/a	13
Electrical Wire or Cable Mfg.	52467	2	1	2	2	4470	2	2	n/a	12
Electrical Work - within buildings	92478	2	1	2	2	5190	1	1	n/a	06
Electronic Components Mfg.	52469	2	1	2	2	3179	2	2	n/a	12
Electronic Data Processing (Computer Data Processing)	#	2	2	2	1	7610	1	1	n/a	23
Electronic Games Mfg.	52505	2	1	2	2	3574	2	1	n/a	11
Electronics Store	12393	1	1	1	1	8010, 8044	1	1	n/a	32
Electroplating	52547	3	1	2	2	3372	2	2	n/a	12
Elevator Mfg.	52581	2	2	3	3	3042	2	3	n/a	13
Elevator or Escalator Inspecting, Installation, Servicing or Repair	92593	2	3	3	3	5160, 8720	1	3	n/a	07
Employment Agencies W/O Leasing	43200	1	3	2	1	8810	1	2	n/a	20
Employment Agencies With Leasing	43200	1	3	2	3	#	1	3	n/a	88
EMT - (Ambulance Services) X - Professional *	#	1	2*	2*	3*	7370, 8385	3*	3*	n/a	88
Engine or Turbine Mfg not Aircraft - NOC	52619	2	2	3	2	3507, 3612, 3827	2	3	n/a	13
Engineers or Architects - consulting X - Professional	92663	1	1	1	2	8601	2	1	n/a	40
Engraving	52660	1	1	1	2	4352	1	1	n/a	11
Entertainment Performed on Others' Premises	43215	1	2	1	3	#	2	2	n/a	28
Equipment, Fixtures or Supplies- for bars, hotels, offices, rest., stores - dist.	12467	1	1	1	2	8018	2	1	n/a	73
Escalator or Moving Sidewalk Mfg.	52744	2	2	3	3	3042	2	2	n/a	12
Excavation *	94007	1	2*	2	2*	3724, 6217	2	2*	n/a	03
Exercise or Playground Equip. Mfg.	52767	2	2	3	2	#	2	3	n/a	13

Exercise Studios (Health or Exercise)	#	#	2	1	2	9063	1	2	n/a	80
Exhibition or Convention Buildings - NFP *	63216	2*	3*	1*	2	#	2	3*	n/a	71
Exhibition or Convention Buildings - other than NFP *	63215	2*	3*	1*	2	#	2	3*	n/a	71
Exhibitions - in buildings - NFP - NOC	63218	1	3	1	2	8279, 9016	2	3	n/a	88
Exhibitions - in buildings - no admission charged - other than NFP	63219	1	2	1	2	#	2	2	n/a	20
Exhibitions - in buildings - no admission charged NFP	63220	1	2	1	2	#	2	2	n/a	20
Exhibitions - in buildings - other than NFP - NOC	63217	1	3	1	2	#	2	3	n/a	88
Exhibitions - outside-in stadiums or on premises having grandstands or ushers not provided by insured	43421	1	2	1	2	9016	2	2	n/a	20
Exhibitions - outside-in stadiums or on premises having grandstands or ushers provided by insured	43422	1	3	1	2	#	2	3	n/a	88
Exhibitions - outside-no stadiums or grandstands	43424	1	2	1	2	#	2	2	n/a	20
Explosive or Fireworks Mfg. *	52876	3*	3*	3*	3*	4777	3*	3*	n/a	13
Express Companies *	94099	2	2*	1*	2	7231	3*	3*	n/a	02
Exterminators (Pest Control)	43470	1	3*	3*	3*	9014	2	3*	n/a	88
Extracts Mfg.	52911	2	2	3	2	4825	2	3	n/a	10
Eye Glass Lens Mfg.	52967	2	1	2	2	4150	2	2	n/a	12
Fabric Distributors	12509	2	1	2	2	8103	2	1	n/a	73
Fabric Stores	12510	1	1	1	2	8008	1	1	n/a	32
Fair Grounds - non-operating season	43517	3	2	1	2	#	1	2	n/a	83
Fairs-outside (operator's risk only)	43518	3	3	2	3	9016	2	2	n/a	83
Farm Machinery Operations-by contractors	94225	2	3	3	3	0050	3	3	n/a	85
Farm Properties (refer to Farm Manual)	#	3	2	2	3	#	2	2	n/a	85
Feed Mfg NOC *	53001	3	3	3*	3*	2014	2	3*	n/a	87
Feed, Grain or Hay Dealers	12583	3	3	3	3	8215	3	3	n/a	87
Fence Dealers	12651	2	2	2	2	8232	1	1	n/a	33

Fence Erection Contractors	94276	2	2	2	2	6400	1	1	n/a	06
Fertilizer Dealers & Distributors *	12683	3	3*	3*	3	8215	3*	3*	n/a	87
Fertilizer Mfg. *	53077	3	3*	3*	3*	4581, 4583	2*	3*	n/a	87
Fiber Mfg NOC	53095	3	2	3	2	2220, 2302, 4263	2	2	n/a	12
Fiber Mfg synthetic	53096	3	2	3	2	2305, 2534	2	2	n/a	12
Fiberglass Mfg.	53121	3	2	3	3	4101	2	2	n/a	12
Fire Departments - NOC, <b>X - Professional</b>	43550	1	3*	2*	3*	7704	3*	3*	n/a	71
Fire Departments - volunteer, <b>X -</b> Professional *	43551	1	3*	2*	3*	7704	3*	3*	n/a	71
Fire Extinguishers - service, refilling or testing	94304	2	1	3	2	4635	1	3	n/a	07
Fire Extinguishers Mfg. *	53147	2	1	3*	2*	3315	2	3*	n/a	13
Fire Protection Equipment Dealers and Distributors	12707	1	1	3	2	8010	2	3	n/a	29
Fire Suppression Systems - installation, servicing or repair	94381	2	1	3	2	5188	1	3	n/a	07
Fire Suppression Systems Mfg.	53229	2	1	3	2	3315	2	3	n/a	13
Firearms Mfg. *	53271	2	1*	3*	2	3548, 3574	2	3*	n/a	13
Fireplace Construction Installation (Heating & Heating & Air Conditioning)	#	1	1	3	2	3724, 5183	1	3	n/a	07
Fireproofing-structures	94404	1	1	3	3	5213	1	3	n/a	07
Fireworks Exhibitions (contractor's risk only) *	43626	3	3*	3*	3*	9180	3*	3*	n/a	88
Fireworks Exhibitions (sponsor's risk only) NFP*	43629	3	3	3	3	#	2	3	n/a	88
Fireworks Exhibitions (sponsor's risk only) other than NFP*	43628	3	3	3	3	#	2	3	n/a	88
Fish Processing - (Meat, Fish, Poultry or Seafood Processing)	#	2	2	3	3	#	2	3	n/a	10
Fishing Piers *	43754	2	3	2	3*	#	1	2*	n/a	28
Fishing Ponds or Lakes - commercially operated *	43760	2	2	2	3*	#	1	2*	n/a	28
Floor Covering Distributors	12797	2	1	1	2	8018	2	1	n/a	73

Floor Covering Installation - not ceramic tile or stone	94569	2	1	2	2	5478	1	1	n/a	06
Floor Covering Mfg not carpets, rugs, ceramic or stone tiles	53333	3	1	2	2	4493	2	1	n/a	11
Floor Covering Stores	12805	1	1	1	2	8017	1	1	n/a	32
Floor Waxing	94590	1	2	2	2	9014	1	1	n/a	06
Florists (Auto PD ded. with delivery)	12841	1	1	1	2	8001	2	1	n/a	32
Food Products Mfg frozen	53375	2	1	3	2	6504	2	3	n/a	10
Food Products Mfg not dry - in glass containers	53376	2	1	3	2	2110, 6504	2	3	n/a	10
Food Products Mfg not dry - in other than glass containers	53377	2	1	3	2	2111, 6504	2	3	n/a	10
Food Products Mfg dry	53374	2	1	2	2	2001, 2002, 2016, 2112, 6504	2	2	n/a	09
Forestry Service	43822	2	2	1	3	7720	1	2	n/a	85
Forging - NOC	53403	3	1	2	3	3110	2	2	n/a	12
Formal Wear or Costumes - rented to others	12927	1	1	1	1	8017	1	1	n/a	32
Foundries - NOC	53425	3	2	2	3	3081, 3082, 3085, 3336	2	2	n/a	12
Fraternity Houses - (Boarding or Rooming House for property and Clubs for GL)	#	3	3	2	3	#	2	3	n/a	69
Freight Forwarders or Handlers - NOC	94617	2	2*	1*	2	7350, 7360	3	3	n/a	02
Freight Forwarders or Handlers-packing, handling or shipping explosives or ammunition under contract *	94638	3*	3*	3*	3*	7350, 7360	3*	3*	n/a	02
Frozen Food - Distributors	13049	2	1	2	2	8018	2	2	n/a	34
Fruit or Vegetable Dealers	13111	2	2	2	2	8006	2	2	n/a	81
Fruit or Vegetable Distributors	13112	2	2	2	2	8018	2	2	n/a	34
Fruit or Vegetable Juice Mfg.	53565	2	2	3	2	2143	2	3	n/a	10
Fruit or Vegetable-harvesting contractors	43840	2	2	2	3	0016	2	2	n/a	85

Fruit, Vegetable or Nut Processing - (Food Products Mfg dry)	53374	2	1	2	2	2001, 2002, 2016, 2112, 6504	2	2	n/a	09
Fuel Dealers or Distributors - coal or wood	13201	2	2	2	2	8232, 8233	2	2	n/a	34
Fuel Oil or Kerosene Dealers	13204	3	3	3	2	8350	3	3	n/a	86
Fuel Oil or Kerosene Distributors *	13205	3	3*	3*	2	8350	3*	3*	n/a	86
Fumigating	43860	1	3	3	3	9014	2	3	n/a	07
Funeral Homes or Chapels, <b>X -</b> Professional	43889	2	2	1	2	9620	2	1	1	32 (55)
Fur Garment Mfg. *	53631	3*	2	2	2	2501, 2623	2	1	n/a	11
Fur Garments & Pelts-Distributors *	13314	3*	2	2	2	8105	2	1	n/a	73
Fur or Pelt Processing *	53632	3*	2	2	2	2600	2	1	n/a	11
Furniture Mfg. or Assembling - infants	53731	3	1	3	3	2883	2	3	n/a	13
Furniture Mfg. or Assembling - wood	53733	3	1	2	3	2881, 2812, 2735, 2883	2	2	n/a	12
Furniture Mfg. or Assembling - other than wood	53732	2	1	2	3	2193, 3076	2	2	n/a	12
Furniture or Fixtures - installation <b>w/PD</b> Ded	95124	2	2	2	2	5146	2	1	n/a	06
Furniture or Woodwork Stripping Refinishing or Repair - Shop Only	53734	3	2	3	3	9501	2	2	n/a	12
Furniture Stores - NFP - w/No Delivery	13352	2	2	2	2	8044	1	1	n/a	33
Furniture Stores - NFP - with Delivery & PD Ded.	13352	2	2	2	3	8044	2	1	n/a	33
Furniture Stores - other than NFP - <b>w/No</b> Delivery	13351	2	2	2	2	8044	1	1	n/a	33
Furniture Stores - other than NFP - with Delivery & PD Ded.	13351	2	2	2	3	8044	2	1	n/a	33
Galvanizing or Tinning	53803	2	2	2	3	3373	2	1	n/a	11
Gambling - casinos *	43990	3*	2*	1	2	9062	2	2*	n/a	28
Gambling - incidental to other operations	43991	3	2	1	2	9044	1	2	n/a	28
Garbage Collection	95233	1	3	1	3	9403	3	3	n/a	07
Garbage Dumps *	43945	3	3*	3*	2	9403	3*	3*	n/a	88

Garbage Works - separation for recycling, reduction or incineration	43946	2	3	2	3	7590	3*	3	n/a	88
Gardening and Light Farm Supply Dealers - retail (Stores - Not Food or Drink)	#	1	2	2	2	#	2	1	n/a	33
Gas Companies - natural gas - local distribution *	95306	3	3*	3*	2*	7502	2*	3*	n/a	86
Gas Companies - NOC *	95305	3	3*	3*	2*	7502	2*	3*	n/a	86
Gas Dealers - LPG (not just tank exchanges) *	13410	3	3*	3*	2*	8350	3*	3*	n/a	86
Gas Dealers or Distributors - NOC *	13411	3	3*	3*	2*	8350	3*	3*	n/a	86
Gas Distributors - LPG *	13412	3	3*	3*	2*	8502	3*	3*	n/a	86
Gas Mains or Connections Construction	95310	3	3	3	3	6319	3	3	n/a	86
Gas Mfg inert *	53902	3	3*	3*	3*	4635	2*	3*	n/a	86
Gas Mfg NOC *	53903	3	3*	3*	3*	4635	2*	3*	n/a	86
Gas Mfg primarily flammable, explosive or reactive *	53904	3	3*	3*	3*	4635	2*	3*	n/a	86
Gas Mfg primarily toxic or presenting a health hazard *	53905	3	3*	3*	3*	4829	2*	3*	n/a	86
Gas Mfg toxic and either flammable, explosive or reactive *	53901	3	3*	3*	3*	4829	2*	3*	n/a	86
Gasoline Distributors	53907	2	2	2	2	8350	3	3	n/a	86
Gasoline or Oil Supply Stations - Retail (LRO)	44009	2	2	2	2	#	1	1	n/a	33
Gasoline Recovery - from casing head or natural gas	44010	3	3*	3*	3*	4740	3*	3*	n/a	86
Gasoline Stations - full service	13453	2	2	2	2	8380	2	1	n/a	32
Gasoline Stations - self and full service combined	13455	2	2	2	2	8380	2	1	n/a	32
Gasoline Stations - self-service	13454	2	2	2	2	8006, 8380, 8381	1	1	n/a	32
Gemstone Cutting/Polishing	54012	2	1	2	2	8013	2	1	n/a	11
General Contractor - Commercial <b>w/Risk</b> Transfer	91580	2	2	2	2	#	2	2	n/a	04

General Contractors - Residential >15 Units/year <b>w/Risk Transfer</b>	91580	2	2	3	2	#	2	3	n/a	05
General Contractors - Residential ≤15 Units/year <b>w/Risk Transfer</b>	91580	2	2	2	2	#	2	2	n/a	04
General Stores - (Variety Stores)	#	2	1	1	2	8050	1	1	n/a	32
Geophysical Exploration - NOC	95357	1	1	2	3	7380, 8601	2	2	n/a	03
Geophysical Exploration - seismic method	95358	2	3	3	3	8606	1	2	n/a	07
Gift shops - NFP	13507	1	1	1	1	8017	1	1	n/a	32
Gift Shops - other than NFP	13506	1	1	1	1	8017	1	1	n/a	32
Glass Dealers & Glaziers	13590	1	2	2	3	4130, 5462	2	2	n/a	32
Glass or Glassware Mfg.	54077	2	2	2	3	4101, 4111, 4113, 4114, 4131, 4133	2	1	n/a	11
Golf Courses - miniature	44069	2	2	1	1	9016	1	1	n/a	32
Golf Courses - municipal or public - not golf or country clubs	44070	2	2	2	2	9060	2	2	n/a	83
Golf Driving Ranges	44071	2	2	2	2	9016	1	2	n/a	83
Golf mobiles - loaned or rented to others	44072	2	2	2	2	8010	1	2	n/a	83
Governmental Subdivisions (.1) - Municipalities 2500 or less population	44100	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (.2) - Municipalities 2500 to 10,000 population	44101	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (.3) - Municipalities 10,000 to 25,000	44102	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (.4) - Municipalities 25,000 to 50,000 population	44103	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (.5) - Municipalities 50,000 to 100,000 population *	44104	2	3*	3*	2	9410	2*	3*	n/a	71
Governmental Subdivisions (.6) - Municipalities 100,000 to 250,000 population *	44105	2	3*	3*	2	9410	2*	3*	n/a	71

Governmental Subdivisions (.7) - Municipalities 250,000 plus population *	44106	2	3*	3*	2	9410	2*	3*	n/a	71
Governmental Subdivisions (1) - Counties /Parishes 10,000 or Less population	44108	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (2) - Counties /Parishes 10,000 to 25,000 population	44109	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (3) - Counties /Parishes 25,000 to 50,000 population	44110	2	2	2	2	9410	2	2	n/a	18
Governmental Subdivisions (4) - Counties /Parishes 50,000 to 100,000 population *	44111	2	3*	3*	2	9410	2*	3*	n/a	71
Governmental Subdivisions (5) - Counties /Parishes 100,000 to 250,000 population *	44112	2	3*	3*	2	9410	2*	3*	n/a	71
Governmental Subdivisions (6) - Counties /Parishes 250,000 plus population *	44113	2	3*	3*	2	9410	2*	3*	n/a	71
Grading of Land	95410	1	2	2	2	2702, 5507, 6217	2	2	n/a	03
Grain Elevator Operations	95455	3	3	3	3	8304	3	3	n/a	87
Grain Milling	13621	3	3	3	3	2014	2	3	n/a	87
Grandstands or Bleachers - NFP	44194	2	3	1	2	#	1	3	n/a	88
Grandstands or Bleachers - other than NFP	44193	2	3	1	2	#	1	3	n/a	88
Gravel or Sand Digging & Drivers - (Sand or Gravel Digging) *	98710	1	3*	2	3*	4000	3*	3*	n/a	07
Greenhouse erection	95487	2	2	2	2	5402	2	2	n/a	03
Greenhouses - apply appropriate BG-II rate multiple	#	3	1	1	2	#	1	2	n/a	85
Grocery Distributors	13670	2	1	2	2	8018	2	2	n/a	34
Grocery Stores - 7500 sq. ft. or more	13673	2	2	2	2	8006, 8033	1	2	n/a	81
Grocery Stores - less than 7500 sq.ft.	13673	2	2	2	2	8006, 8033	2	2	n/a	81
Group Care Homes, X - Professional	#	2	3	3	3	#	2	2	3	21 (63)

Guides or Outfitters	44222	1	3	2	3	7720	2	2	n/a	83
Guniting or Shot-Crete	95505	2	2	2	2	5213	2	2	n/a	03
Gunsmiths *	95620	2	2	3*	2	8017	1	3*	n/a	07
Gymnasiums	#	#	#	#	#	#	2	3	n/a	#
Gymnastic Facilities	#	#	#	#	#	#	2	#	n/a	#
Halls - NFP (GL & Umb. = 3 with Liquor Liability ) *	44277	2*	2*	2	2	#	2	2*	n/a	80 [25 w/ LL]
Halls - other than NFP (GL & Umb. = 3 with Liquor Liability ) *	44276	2*	2*	2	2	#	2	2*	n/a	80 [25 w/ LL]
Handyman	95625	1	1	2	2	#	2	1	n/a	06
Hardware & Tool Distributors	13715	1	1	2	2	8010	2	2	n/a	34
Hardware Stores (without LPG filling)	13716	1	1	1	2	8010	2	1	n/a	33
Haunted Houses	#	3	3	2	3	#	2	3	n/a	88
Hazardous Material Contractors	95630	3	3	3	3	5472, 5473	3	3	n/a	07
Health Care - clinics, dispensaries or infirmaries - other than NFP, <b>X -</b> <b>Professional</b>	44439	1	3	3	3	8832	2	2	3*	19
Health Care - clinics, dispensaries or infirmaries NFP, <b>X - Professional</b>	44440	1	3	3	3	8832	2	2	3*	19
Health Care - convalescent or nursing homes - other than NFP, <b>X - Professional</b> - <b>Refer professional to specialist.</b>	44429	2	3*	3*	3	8829	3	2*	3*	21 (63)
Health Care - convalescent or nursing homes NFP, <b>X - Professional - Refer</b> professional to specialist.	44430	2	3*	3*	3	8829	3	2*	3*	21 (63)
Health Care - home for the aged - NFP, X - Professional - Refer professional to specialist.	44432	2	3*	3*	3	8829	3	2*	3*	21 (63)
Health Care - home for the aged - other than NFP, <b>X - Professional - Refer professional to specialist.</b>	44431	2	3*	3*	3	8824, 8825, 8826, 8829	3	2*	3*	21 (63)
Health Care - homes for the physically handicapped - NFP, <b>X - Professional</b>	44434	2	3	3	3	8829	3	2	3*	21 (63)

Health Care - homes for the physically handicapped - other than NFP, <b>X -</b> <b>Professional</b>	44433	2	3	3	3	9110	3	2	3*	21 (63)
Health Care - hospitals - NFP, <b>X -</b> Professional *	44436	1*	3	3	3	9040	3	2	3*	19 (56)
Health Care - hospitals - other than NFP, X - Professional *	44435	1*	3	3	3	8833, 9040	3	2	3*	19 (56)
Health Care - mental - psychopathic institutions - NFP, <b>X - Professional</b>	44438	2	3	3	3	8829	2	2	3*	19 (56)
Health Care - mental - psychopathic institutions - other than NFP, <b>X -</b> <b>Professional</b>	44437	2	3	3	3	8833, 9040	2	2	3*	19 (56)
Health Care alcohol and drug - other than NFP, X - Professional	44427	3	3	3	3	9110	2	2	3*	19 (56)
Health Care Facilities - alcohol and drug - NFP, X - Professional	44428	3	3	3	3	9040	2	2	3*	19 (56)
Health or Exercise Clubs	44311	2	2	1	2	9063	1	2	n/a	80
Health or Exercise Facilities - commercially operated (not YMCAs)	44315	2	2	1	2	9063	1	2	n/a	80
Health or Natural Food Stores	13720	2	2	2	2	8017	1	2	n/a	81
Hearing Aid Stores	13759	1	1	1	1	8013	1	1	n/a	32
Heating Equipment Mfg coal or wood	55010	2	1	3	3	3169	2	3	n/a	13
Heating Equipment Mfg electric	55011	2	1	3	3	3175	2	2	n/a	12
Heating Equipment Mfg fuel oil or kerosene	55012	2	1	3	3	3169	2	3	n/a	13
Heating Equipment Mfg gas or LPG	55013	2	1	3	3	3169	2	3	n/a	13
Heating or Combined Heating and Air Conditioning Equipment - Dealer or Distributor Only	13930	1	1	3	2	8010	2	2	n/a	34
Heating or Combined Heating and Air Conditioning Systems or Equipment - Dealer or Distributor and Installation, Service or Repair - No LPG Equipment Sales or Work	95647	1	1	2	2	5183	2	2	n/a	03

Heating or Combined Heating and Air Conditioning Systems or Equipment - Dealer or Distributor and Installation, Service or Repair NOC	95648	1	1	3	2	3724, 5183	2	2	n/a	03
Hide Dealers and Distributors - raw	14068	2	1	2	2	8105	2	2	n/a	34
High Rise Habitational - 5-stories or more *	#	3*	3	2	2	#	2	3*	n/a	69
Hobby, Craft or Artists' Supply Stores	14101	1	1	1	2	8017	1	1	n/a	32
Home Health Care Services - NFP - Refer professional to specialist.	44500	1	3*	3*	3	8835	2	3*	3*	17 (63)
Home Health Care Services - other than NFP - <b>Refer professional to specialist.</b>	44501	1	3*	3*	3	8835	2	3*	3*	17 (63)
Home Improvement Stores	14279	2	2	2	2	8058, 8232	2	2	n/a	34
Homeowners Association (Association Risk Only)	20300	2	2	1	2	#	1	2	n/a	37
Hone, Oilstone or Whetstone Mfg.	55214	2	1	1	2	1803	2	1	n/a	11
Honey Extracting	55371	2	2	1	2	0034	2	2	n/a	09
Hot Tub Dealers (Plumbing Supplies & Fixtures)	16527	2	2	3	2	8018, 8111	2	2	n/a	34
Hotels and Motels - four stories or more - LRO (Auto & Umb = 3 with Livery) *	64075	2*	3	1	2	#	2	3	n/a	69
Hotels and Motels - less than four stories - LRO <b>(Auto &amp; Umb = 3 with Livery)</b>	64074	2	2	1	2	#	2	2	n/a	38 [84 w/ Livery]
Hotels and Motels - with pools or beaches - four stores or more (Auto & Umb = 3 with Livery) *	45191	2*	3	1	3	9052, 9058	2	3	n/a	69
Hotels and Motels - with pools or beaches - less than 4 stories (Auto & Umb = 3 with Livery)	45190	2	2	1	3	9052, 9058	2	2	n/a	38 [84 w/ Livery]
Hotels and Motels - without pools or beaches - four stories or more (Auto & Umb = 3 with Livery) *	45193	2*	3	1	3	9052	2	3	n/a	69

Hotels and Motels - without pools or beaches - less than four stores (Auto & Umb = 3 with Livery)	45192	2	2	1	3	5102, 9052, 9521	2	2	n/a	38 [84 w/ Livery]
House Furnishings Installation - NOC w/ PD Ded.	96053	2	2	2	2	9521	2	1	n/a	06
Housing Projects - Federal, State, Local	64500	3	3	2	2	9033	1	3	n/a	69
Hunting Preserves - NFP	45225	1	3	1	2	#	1	3	n/a	84
Hunting Preserves - other than NFP	45224	1	3	1	2	#	1	3	n/a	84
Ice Cream Stores	14401	1	1	1	1	8006	1	1	n/a	31
Ice Dealers and Distributors	14405	2	2	2	3	2150, 8203	3	3	n/a	84
Ice Skating Rinks - (Skating Rinks - ice)	48177	3	3	2	2	9016	2	2	n/a	83
Importers	55410	2	2	2	2	#	2	2	n/a	34
Ink Mfg. *	55426	3	3	3*	3*	4557	2	3*	n/a	13
Inner Tubes Mfg.	55597	3	2	3	2	4420	2	3	n/a	13
Inspection and Appraisal Companies - inspecting for insurance or valuation purposes, <b>X - Professional</b>	96317	1	2	2	2	8720, 8721	1	2	n/a	03
Instrument Mfg analytical, calibrating, measuring, testing or recording	55647	2	1	2	2	3574, 3685	2	2	n/a	12
Instrument Mfg control	55648	2	1	3	2	3574, 3634, 3643	2	2	n/a	12
Instrument Mfg NOC	55649	2	1	2	2	3685	2	2	n/a	12
Insulating Material Mfg mineral	55715	2	2	3	2	1699	2	2	n/a	12
Insulation Material Mfg organic	55716	2	2	3	2	4263	2	2	n/a	12
Insulation Material Mfg plastic	55718	2	2	3	2	4263	2	2	n/a	12
Insulation Material Mfg plastic - for application in a solid state	55717	2	2	3	2	4263	2	2	n/a	12
Insulation Work - mineral	96410	2	2	2	3	5479	2	2	n/a	03
Insulation Work - organic or plastic in solid state	96409	2	2	2	3	5479	2	2	n/a	03
Insulation Work - plastic - NOC	96408	2	2	2	3	5479	2	2	n/a	03
Insurance Adjusters X - Professional	96317	1	1	1	2		1	1	3*	40 (93)

Insurance Agents (Including sale of securities & financial planning) <b>X -</b> Professional	45334	1	1	1	1	8742	1	1	3*	40 (58)
Insurance Agents (X-sale of securities & financial planning) X - Professional	45334	1	1	1	1	8742	1	1	3*	40 (57)
Insurance and Real Estate Agents (X-sale of securities & financial planning), <b>X -</b> <b>Professional</b>	45334	1	1	1	1	8742	1	1	3*	40 (59)
Interior Decorators	96611	1	1	1	1	9521	1	1	n/a	06
Internet Access Providers, X-E&O	47600	1	3	3	2	7610	1	3	n/a	88
Internet Retailers	16750	1	3	3	2	8018	1	2	n/a	81
Internet Service Providers, X-E&O	47610	3	3	3	2	7600	1	3	n/a	88
Iron or Steel Erection (Metal Erection)	#	2	#	#	#	#	2	#	n/a	#
Irrigation or Drainage System Construction	96702	1	2	2	2	6229	2	2	n/a	03
Irrigation Works Operations	96703	1	2	2	2	0251	2	2	n/a	03
Janitorial Services (Contractors)	96816	1	2	2	2	917, 8835, 9014	2	1	n/a	06
Janitorial Supplies - dealers or distributors *	14527	2	2	3	2*	8350	2	2	n/a	34
Jetty or Breakwater Construction	96872	1	3	2	3*	6005	2	3*	n/a	07
Jewelry Mfg. *	55802	3*	1	2	2	3383	2	1	n/a	11
Jewelry Stores or Distributors *	14655	3*	2	2	2	8013	2	1	n/a	32
Jewelry Stores/ Distributors - X-theft	14655	2*	2	2	2	8013	2	1	n/a	32
Junk Dealers	45380	3	3	3	3	8263	3	2	n/a	81
Kennels - Breeding, Boarding, Sales *	45450	1*	2	2	2	8831	1	2	n/a	20
Kitchen Remodeling	#	#	#	#	#	#	2	#	n/a	#
Labor Union Offices <b>w/ Labor Union</b> Exclusion	65007	2	2	2	2	8755	2	2	n/a	20
Laboratories - Research development or testing - NFP, <b>X - E&amp;O</b>	97003	2	1	2	3	4511	1	2	n/a	08
Laboratories - Research development or testing - other than NFP, <b>X - E&amp;O</b>	97002	2	1	2	3	4511	1	2	n/a	08
Ladder Mfg NOC	55918	2	2	3	2	3076	2	3	n/a	13

Ladder Mfg wood	55919	3	2	3	2	2802	2	3	n/a	13
Lakes or Reservoirs - existence hazard only - NFP	45524	N/A	2	2	#	#	1	2	n/a	20
Lakes or Reservoirs - existence hazard only - other than NFP	45523	N/A	2	2	#	#	1	2	n/a	20
Lamp Shade Mfg.	56040	3	1	2	2	2501	2	1	n/a	11
Lamps or Lanterns Mfg electric	56041	2	1	3	3	3180	2	2	n/a	12
Lamps or Lanterns Mfg NOC	56042	2	1	3	3	3223	2	2	n/a	12
Land - occupied by persons other than the insured for business purposes - LRO	45539	N/A	2	2	2	#	2	2	n/a	42
Landscaping Gardening <b>w/PD Ded.</b>	97047	1	2	1	2	0042	2	1	n/a	06
Laundries & Dry Cleaners - self-service	14731	1	2	1	2	8017	1	1	n/a	32
Laundries & Dry Cleaning or Dyeing Receiving Station	14732	1	1	1	2	8017	2	1	n/a	32
Laundries & Dry Cleaning Plants	45678	2	1	1	3	2585	2	1	n/a	11
Laundry & Dry Cleaning Stores	14733	1	2	1	2	2589	1	1	n/a	32
Laundry Rental Service	14734	1	2	1	2	2585, 2587	1	1	n/a	32
Lawn Care Services w/PD Ded.	97050	1	2	2	2	9102	2	1	n/a	06
Lawyers Offices - NFP, <b>X - Professional</b>	66123	1	2	1	1	8820	1	1	3*	40 (60)
Lawyers Offices - other than NFP <b>X -</b> Professional	66122	1	2	1	1	8820	1	1	3*	40 (60)
Lead Mfg red or white	56170	3	3	3	3	1430	2	3	n/a	13
Lead Works - Sheet, Pipe or Shot	56171	3	3	3	3	3027	2	3	n/a	13
Leather Goods Manufacturing - NOC	56202	2	1	2	2	2623, 2683, 2688, 4493	2	1	n/a	11
Libraries	66309	2	2	1	2	8810, 9101	2	1	n/a	23
Light Bulb or Tubes Mfg.	56390	2	1	2	2	4112	2	1	n/a	11
Lighting Fixtures Mfg NOC	56391	2	1	3	2	3180	2	2	n/a	12
Lime Mfg. *	56427	3	3	3	3	1642	2	2	n/a	12
Liquor Mfg. ( <b>GL &amp; Umb. = 3 with Liquor</b> Liability)	56488	3	3	2	3	2130, 2131	2	2	n/a	10

Liquor Stores - (Beverage Stores - liquor and wine), without Liquor Liability ( <b>GL &amp;</b> <b>Umb. = 3 with Liquor Liability</b> )	10145	2	2	2	3	8017	1	2	n/a	81
Lithographing (refer to correct printing class) <b>X - Professional</b>	#	2	1	1	2	4299	2	#	n/a	#
Livery - Public	#	2	2	1	2	#	3	3	n/a	88
Livestock Dealers or Commission Merchants	14855	3	3	3	3	8288	3	3	n/a	29
Livestock Sales Companies	45771	3	3	3	3	8288	3	3	n/a	29
Locksmith	14913	2	2	2	2	8010	1	2	n/a	83
Logging & Lumbering	97111	3	3	2	3	2702	3	3	n/a	07
LPG Dealers - (Gas Dealers) *	#	3	3*	3*	2*	#	2*	3*	n/a	86
Lubricants Mfg grease	56567	3	2	3	2	4557	2	3	n/a	86
Lumberyards	45819	3	2	2	3	8058, 8232	2	2	n/a	34
Machine Shops - NOC	97220	1	1	2	2	3629, 3632	2	2	n/a	12
Machinery or Equipment - farm - installation, servicing, repair or erection	97221	1	1	2	2	3632	2	2	n/a	06
Machinery or Equipment - industrial - installation, servicing or repair	97222	1	1	3	2	3724	2	3	n/a	07
Machinery or Equipment - installation, servicing or repair NOC	97223	1	1	3	2	3724	2	3	n/a	07
Machinery or Equipment Dealers - construction or industrial - mobile type	15060	2	1	2	2	8107	2	2	n/a	34
Machinery or Equipment Dealers - farm type	15061	2	1	2	2	8116	2	3	n/a	26
Machinery or Equipment Dealers - NOC	15062	2	1	2	2	8107	2	2	n/a	34
Machinery or Equipment Dealers - yard or garden type	15063	2	1	2	2	8010	2	2	n/a	34
Machinery or Machinery Parts Mfg construction, mining or materials handing type	56650	2	1	3	2	3507	2	3	n/a	13
Machinery or Machinery Parts Mfg farm type	56651	2	1	3	2	3507	2	3	n/a	13
Machinery or Machinery Parts Mfg industrial type	56652	2	1	3	2	3507, 3515, 3548, 3559	2	3	n/a	13

Machinery or Machinery Parts Mfg metalworking	56653	2	1	3	2	3507	2	3	n/a	13
Machinery or Machinery Parts Mfg NOC	56654	2	1	3	2	3126, 3559, 3507, 3612, 3632	2	3	n/a	13
Mail Box or Packaging Stores	15070	1	2	2	2	8800	1	1	n/a	32
Mail Order Houses - All other	45901	1	1	2	2	8018	2	1	n/a	32
Mail Order Houses - Warehouse type	45901	3	2	2	2	8018	2	1	n/a	32
Mail Order or Online Drug Stores	45900	2	1	3*	2	8047	1	2*	n/a	81
Mailing or Addressing Companies	45937	2	2	1	1	8800	1	1	n/a	32
Manufacturers - NOC	54444	2	1	3	3	#	2	3	n/a	13
Manufacturers Representatives	45993	1	1	#	2	#	2	#	n/a	#
Marble Products	#	2	1	2	2	#	2	1	n/a	11
Marinas - (Boat Yards & Marinas)	10107	2	3	2	2*	6836	2	2*	n/a	83
Marine Appraisers or Surveyors	97308	1	2	2	3*	8720	2	2*	n/a	03
Markets - open air - (LRO) - NFP	15124	2	3	3	2	#	1	2	n/a	81
Markets - open air - (LRO) - other than NFP	15123	2	3	3	2	#	1	2	n/a	81
Markets - not open air (LRO) - NFP	15120	2	3	3	2	#	1	2	n/a	81
Markets - not open air (LRO) - other than NFP	15119	2	3	3	2	#	1	2	n/a	81
Masonry (Contractors)	97447	1	1	1	2	5022, 5222	1	1	n/a	06
Match Mfg.	56690	3	2	3	3	4279	2	3	n/a	13
Mattress or Box Spring Mfg.	56699	3	2	2	2	2501, 2570	2	2	n/a	12
Mausoleums - NFP	46005	1	2	1	2	9220	1	1	n/a	40
Mausoleums - other than NFP	46004	1	2	1	2	9220	1	1	n/a	40
Meat, Fish, Poultry or Seafood - curing	56758	3	2	3	3	2095, 2111	2	3	n/a	10
Meat, Fish, Poultry or Seafood - distributors	15223	2	1	2	2	8021	2	2	n/a	34
Meat, Fish, Poultry or Seafood Processing - in airtight containers	56759	2	2	3	3	2089	2	3	n/a	10
Meat, Fish, Poultry or Seafood Processing - not in airtight containers	56760	2	2	3	3	2095, 2114	2	3	n/a	10
Meat, Fish, Poultry or Seafood Stores	15224	1	2	2	2	8031	2	1	n/a	31

Medical Offices, X - Professional	66561	1	2	1	2	8832	2	1	#	40 (#)
Medical, Dental, Hospital or Surgical Equipment or Supplies Mfg non- expendable	56806	2	1	3	2	3179	2	3	n/a	13
Medical, Dental or Surgical Diagnostic or Treatment Machines or Devices Mfg.	56808	2	1	3	2	3681, 3685	2	3	n/a	13
Medical, Dental, Hospital or Surgical Equipment or Supplies Mfg expendable	56805	2	1	2	2	4683, 4693	2	2	n/a	12
Medical, Dental, Hospital or Surgical Instruments Mfg.	56807	2	1	3	2	3685	2	3	n/a	13
Medical, Hospital and Surgical Equipment and Supplies - rented to others	15300	2	3	3	2	8107	2	3	n/a	27
Medical, Hospital or Surgical Supply Stores	15314	2	2	3	2	8017	1	2	n/a	28
Mercantile - NOC	#	2	2	2	2	#	2	2	n/a	28
Messenger Services - (Express Companies) *	94099	2	2*	1*	2	7231	3*	3*	n/a	02
Metal Dealers or Distributors - nonstructural	15404	2	2	2	2	8106	3	3	n/a	29
Metal Dealers or Distributors - structural	15405	2	2	3	2	8106	3	3	n/a	29
Metal Erection - decorative or artistic	97650	2	3	2	2	5102	2	2	n/a	03
Metal Erection - frame structures iron work on outside of buildings	97651	2	3	3	3	5040, 5059	2	3	n/a	07
Metal Erection - in the construction of dwellings not exceeding two stories in height	97652	2	2	2	3	5069	2	2	n/a	03
Metal Erection - nonstructural NOC	97653	2	3	2	3	5102	2	2	n/a	03
Metal Erection - steel lock gates, gasholders, standpipes, water towers, smokestacks, tanks, silos, prison cells, fire or burglarproof vaults	97654	2	3	2	3	5040, 5057, 5538	2	3	n/a	07
Metal Erection - structural - NOC	97655	2	3	3	3	5057	3	3	n/a	07
Metal Foil Mfg.	56910	2	1	2	2	3334, 3383	2	1	n/a	11

<i>l</i> letal Goods Mfg NOC	56911	2	1	2	2	3303, 3315, 3227, 3400, 3635	2	2	n/a	12
/letal Goods Mfg stamping - not signs	56912	1	1	2	2	3383, 3400	2	1	n/a	11
Netal Heat Processing	56913	2	1	2	3	3307	2	1	n/a	11
letal Scrap Dealers	15406	3	3	3	3	8265, 8500	3	3	n/a	29
Netal Works - shop - decorative or artistic	59914	1	1	2	2	3040, 3041	2	1	n/a	11
/letal Works - shop - structural - load bearing	56915	2	1	3	2	3030	2	3	n/a	13
/letal Works - shop - structural - not load bearing	56916	1	1	2	2	3030	2	2	n/a	12
Netals - extraction or refining - chemical processes	56917	3	2	2	3	1438	2	2	n/a	12
Netals - extraction or refining - electro- netallurgical processes	56918	3	2	2	3	1438	2	2	n/a	12
letals - extraction or refining - NOC	56900	3	2	2	3	1438	2	2	n/a	12
Netals - extraction or refining of ferrous netals - blast furnace or other hyrometallurgical processes	56919	3	2	2	3	1438, 3004	2	2	n/a	12
Metals - extraction or refining of nonferrous netals - blast furnace or other pyrometallurgical processes	56920	3	2	2	3	1438	2	2	n/a	12
/lica Goods Mfg.	56980	2	2	2	3	1853	2	1	n/a	11
/lilk Depots or Dealers	57001	1	1	3	2	2070	2	3	n/a	10
/lilk Processing	57002	2	2	3	2	2070	2	3	n/a	10
/lini Warehouses - (Warehouses - mini- varehouses)	18991	2	2	2	2	9015	2	2	n/a	45
/ining - NOC*	98002	3*	3*	2*	3*	1164	2*	3*	n/a	07
/lining - surface	98003	2	3	2	3	1165	2	3	n/a	07
<b>Aission, Settlement houses -</b> (Shelters, nission, Settlement or Halfway House - no .hurch or office building)	67017	3	3	3	3	9110	2	3	2	88 (77)
Nobile Home Mfg.	57090	3	2	3	2	2812	2	3	n/a	13

Mobile Home Parks or Courts	46202	2	2	2	2	9015	2	2	n/a	39
Mobile Home Sales Agencies	15488	2	2	2	2	8380, 8748	2	2	n/a	00
Model Homes	46362	2	2	1	2	#	1	1	n/a	35
Modular Units Mfg.	57146	3	2	3	2	2802	2	3	n/a	13
Monasteries - (Convents or Monasteries)	41680	2	1	1	2	8868	2	1	n/a	14
Monument Mfg.	#	#	#	#	#	#	2	#	n/a	#
Motels/Hotels - (Hotels and Motels) (Auto & Umb = 3 with Livery)	#	2	#	1	#	#	2	#	n/a	#
Motion Pictures - development of negatives, printing and all subsequent operations	98090	2	2	2	2	4360	1	2	n/a	03
Motion Pictures - film distribution or exchanges - not located at motion picture studio	98091	2	2	2	2	4362	1	2	n/a	03
Motion Pictures - production - studios or outside - all operations prior to development of negatives	98092	2	3	2	2	7610	2	2	n/a	03
Motorcycle Dealers - (Recreational Vehicle Dealers)	16694	2	3	3	2	8748	3	3	n/a	88
Motorcycle, Moped or Motor Scooter Mfg.	57202	3	2	3	2	3851	2	3	n/a	13
Municipal Properties - (Governmental Subdivisions)	#	2	#*	#*	2	#	2	#	n/a	#
Museums - NFP (Cost+ BPP valuation)	46427	2	2	1	2	9101	2	1	n/a	23
Museums - Other than NFP (Cost+ stock valuation)	46426	2	2	1	2	8810, 9101	2	1	n/a	23
Music Stores - pre-recorded	16676	1	2	1	1	8072	1	1	n/a	32
Musical Instrument Mfg.	57257	2	1	2	2	2923, 3383	2	1	n/a	11
Musical Instrument Stores	15538	1	2	1	1	8044	1	1	n/a	32
Musical Products Mfg pre-recorded	58627	2	1	2	2	4431	2	1	n/a	11
Nail Salons, <b>X - Professional</b>	15600	1	2	2	2	9586	1	1	1	32 (95)
Nails or Spikes Mfg.	57401	2	1	2	2	3132, 3270	2	1	n/a	11
Needles, Pins or Tacks Mfg.	57403	2	1	2	2	3119, 3270	2	1	n/a	11
Net Mfg NOC	57410	2	1	2	2	2380	2	2	n/a	12

Net Mfg safety nets	57411	2	1	3	2	2380	2	3	n/a	13
Newspaper Delivery	#	2	2	1	3	#	2	2	n/a	03
Newspaper or Magazine Distributors	15607	2	2	2	3	8745	2	2	n/a	34
Newsstands	15608	1	2	1	2	8017	2	1	n/a	32
Nightclubs, Cabarets and Comedy Clubs (with or with out Liquor Liability)	15656	2	3	3	2	9084	1	3	n/a	25
Nurse Anesthetists Professional Only	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3*	- (92)
Nursery - garden - not store	15699	2	2	1	2	0005	2	1	n/a	33
Nurses Professional only	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	- (62)
Nursing Homes - (Health Care Facilities)	#	2	3	3	3	8829	3	2	3	21 (63)
Office Furniture & Supply	#	#	#	#	#	#	2	1	n/a	33
Office Machines Mfg.	57572	2	1	2	2	3574	2	1	n/a	11
Office Machines or Appliances - installation, inspection, adjustment or repair	98111	2	2	2	2	5191, 5192	2	1	n/a	06
Offices (non - medical)	#	1	1	1	1	#	1	1	n/a	40
Oil or Gas Lease Operations - natural gas - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay *	98151	3	3*	3*	3*	1320	2*	3*	n/a	86
Oil or Gas Lease Work by Contractors - not lease operations *	98152	3	3	3*	3*	6216	2*	3*	n/a	86
Oil or Gas Wells - acidizing *	98153	3	3	3*	3*	6206	2*	3*	n/a	86
Oil or Gas Wells - cementing *	98154	3	3	3*	3*	6206	2*	3*	n/a	86
Oil or Gas Wells - cleaning or swabbing by contractors *	98155	3	3	3*	3*	1322	2*	3*	n/a	86
Oil or Gas Wells - cleaning or swabbing by contractors - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay *	98156	3	3*	3*	3*	1322	2*	3*	n/a	86

Oil or Gas Wells - drilling or redrilling, installation or recovery of casing *	98157	3	3*	3*	3*	6235, 6236	3*	3*	n/a	86
Oil or Gas Wells - drilling or redrilling, installation or recovery of casing - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay *	98158	3	3*	3*	3*	6235	3*	3*	n/a	86
Oil or Gas Wells - instrument logging or survey work *	98159	3	3*	3*	3*	6237	1*	3*	n/a	86
Oil or Gas Wells - non-operating working interest *	46510	2	2*	2*	2*	#	2*	2*	n/a	28
Oil or Gas Wells - perforating of casing *	98160	3	3*	3*	3*	6214	2*	3*	n/a	86
Oil or Gas Wells - servicing by contractors *	98161	3	3*	3*	3*	6213	2*	3*	n/a	86
Oil or Gas Wells - shooting *	98162	3	3*	3*	3*	6235	3	3*	n/a	86
Oil or Gas Wells Supplies or Equipment Dealers	15188	2	2	3*	3*	8106, 8204	2*	3*	n/a	86
Oil or Natural Gas Lease Operations *	98150	3	3*	3*	3*	1320	2*	3*	n/a	86
Oil Refineries *	15733	3*	3*	3*	3*	4740	3*	3*	n/a	86
Oil Rig or Derrick Erecting or Dismantling - wood or metal *	98163	3	3*	3*	3*	5057, 5403	3	3*	n/a	86
Oil Still Erection or Repair *	98164	3	3*	3*	3*	3719	3	3*	n/a	86
Optical Goods Mfg.	57600	2	1	2	2	4150	2	2	n/a	12
Optical Goods Stores, X- Professional	15839	1	1	1	1	8013	1	1	1	32 (64)
Optometrist, no topical ocular or therapeutic agents, <b>X - Professional</b>	66561	1	2	1	1	8832	1	1	1	40 (89)
Optometrist, with therapeutic agents, X - Professional	66561	1	2	1	1	8832	1	1	3	40 (91)
Optometrist, with topical ocular agents, X - Professional	66561	1	2	1	1	8832	1	1	2	40 (90)
Orchards or Vineyards - operations by contractor	98257	2	2	2	3	0079	2	2	n/a	85

Ore Milling or Processing	57611	3	3	3	3	1452	2	3	n/a	13
Orphan Homes - (Shelters, Mission, Settlement or Halfway House), X - Professional	67017	3	3	3	3	9110	2	3	2	88 (77)
Orthopedic Ambulation or Prosthetic Devices Mfg.	57625	2	1	3	2	4693	2	3	n/a	13
Packing Houses	57651	3	2	3	3	2081, 2089	2	3	n/a	10
Paint, Varnish, Shellac or Lacquer Mfg. *	57690	3	3	3 *	3 *	4439, 4558, 4561	2	3 *	n/a	13
Paint, Wallpaper or Wall covering Stores	15991	2	2	1	2	8017	1	1	n/a	32
Painting - exterior - buildings or structures- three stories or less - NOC, <b>w/per claim</b> <b>PD Ded.</b>	98304	2	2	2	3	5474	2	2	n/a	03
Painting - exterior - buildings or structures- exceeding three stories in height NOC <b>w/per claim PD Ded.</b>	98303	2	3	2	3	5037	2	3	n/a	07
Painting - interior - buildings or structures w/PD Ded.	98305	2	1	1	2	5474	2	1	n/a	06
Painting - oil or gasoline tanks <b>w/per claim PD Ded.</b>	98306	2	2	2	3	5474	2	2	n/a	03
Painting - ship hulls w/per claim PD Ded. *	98307	2	2	2	3*	6874, 6884	2	2	n/a	03
Painting - shop only	98308	2	1	2	2	9501, 9505, 9522	1	1	n/a	06
Painting - steel structures or bridges <b>w/per</b> claim PD Ded.	98309	2	3	2	3	5037	2	3	n/a	07
Painting, Picture or Frame Stores	15993	2	2	1	2	8017	1	1	n/a	33
Paper Coating or Finishing	57716	3	2	2	2	4250	2	1	n/a	11
Paper Goods Mfg NOC	57725	3	1	1	2	4251, 4273, 4279	2	1	n/a	11
Paper Mfg.	57726	3	2	1	3	4239	2	1	n/a	11
Paper Products Distributors	16005	2	1	1	2	8018	2	1	n/a	73
Paper, Rag or Rubber Stock Dealers and Distributors - secondhand	16009	3	2	2	2	8103, 8264	2	2	n/a	34
Paperhanging	98344	1	1	1	2	5491	1	1	n/a	06

Parachute Mfg.	57798	3	1	3	3	2501	2	3	n/a	13
Parades	46590	N/A	3	2	2	#	2	3	n/a	88
Parking - private	46622	1	2	1	2	#	2	2	n/a	01
Parking - public - not open air	46603	1	2	1	2	8392	3	2	n/a	01
Parking - public - open air	46604	1	2	1	2	8392	3	2	n/a	01
Parking - public - shopping centers - maintained by the insured (LRO)	46607	1	2	1	2	#	1	1	n/a	40
Parking - public - shopping centers - maintained by the lessee (LRO)	46606	1	2	1	2	#	1	1	n/a	40
Parks or Playgrounds	46671	2	3	1	2	9102	2	3	n/a	84
Pattern Mfg Metal	57808	2	1	2	2	2790	2	1	n/a	11
Pattern Mfg NOC	57809	3	1	2	3	2790	2	2	n/a	12
Pattern Mfg Paper or Wood	57810	3	1	2	2	4282	2	2	n/a	12
Paving - (Driveway, or Street & Road)	#	1	#	2	#	1463	#	#	n/a	#
Pawn Shops - (Stores - not food or drink) *	18437	2*	2	2	2	8008, 8010, 8017, 8018	1	1	n/a	33
Penal Institutions	46700	3	3	2	3	7720	3	3	n/a	88
Pencil, Pen, Crayon or Chalk Mfg.	57871	3	1	2	3	2735, 2942, 3119, 4432	2	2	n/a	12
Pest Control Services *	43470	1	3*	3*	3*	9014	2	3*	n/a	07
Pet Food Mfg.	57913	3	1	2	2	2111	2	2	n/a	12
Pet Grooming *	16402	1*	2	1	2	8831	1	1	n/a	32
Pet Stores	16403	1	2	1	2	8017	1	1	n/a	32
Pet Training *	16404	1*	2	2	2	8831	1	1	n/a	32
Photo Finishing Labs or Studios	57997	2	1	1	1	4361	2	1	n/a	11
Photographers, X - Professional	16471	1	2	2	2	4361	1	2	n/a	28
Photographic Equipment Mfg.	57998	2	1	1	2	4923	2	1	n/a	11
Photographic Supplies Mfg.	57999	2	1	2	2	4923	2	1	n/a	11
Physicians Office, X - Professional	66561	1	2	1	2	8832	1	1	3*	40 (#)
Piano Tuning	98405	1	1	1	2	5191	1	1	n/a	06
Picnic Grounds - commercially operated	46773	2	2	1	2	9016	2	2	n/a	20
Pile Driving	98414	1	3	3	3	6003	2	3	n/a	07

Pile Driving - building foundation only	98413	1	3	3	3	6003	2	3	n/a	07
Pile Driving - sonic method	98415	1	3	3	3	6003	2	3	n/a	07
Pipe Mfg tobacco	58020	2	2	2	2	2841	2	3	n/a	13
Pipeline Construction - gas	98423	1	3	3	3	6233	2	3	n/a	07
Pipeline Construction - oil	98425	1	3	3	3	6233	2	3	n/a	07
Pipeline Construction - other (NOC)	98424	1	3	3	3	6319	2	3	n/a	07
Pipeline Construction - slurry - nonflammable mixtures	98426	1	2	2	3	6233	2	2	n/a	03
Pipelines - operation - gas *	98427	3	3*	3*	3	7515	2	3*	n/a	07
Pipelines - operation - NOC	98428	2	2	2	3	7515	2	2	n/a	03
Pipelines - operation - oil *	98429	3	3*	3*	3	7515	2	3*	n/a	07
Pipelines - operation - slurry - nonflammable mixtures	98430	2	2	2	3	7515	2	2	n/a	03
Pipes or Tubes Mfg Metal	58009	1	1	2	2	3022, 3028	2	2	n/a	12
Pipes or Tubes Mfg Plastic	58010	2	1	2	2	4459	2	2	n/a	12
Pizza Delivery	#	2	1	1	2	#	3	2	n/a	30
Plastering or Stucco Work (No EIFS)	98449	1	2	2	2	5022, 5480	1	2	n/a	03
Plastic Mfg Raw Material	58056	3	1	2	2	4459	2	2	n/a	12
Plastic or Rubber Goods Mfg household - NOC	58057	3	1	2	2	4410, 4484	2	2	n/a	12
Plastic or Rubber Goods Mfg other than household - NOC	58058	3	1	2	2	4452, 4459, 4484	2	2	n/a	12
Plastic or Rubber Supply Goods Distributors	16501	2	1	2	2	8018	2	2	n/a	34
Plumbing - commercial and industrial	98482	1	2	2	2	5183	2	2	n/a	03
Plumbing - residential or domestic	98483	1	2	2	2	5183	2	1	n/a	06
Plumbing Fixtures Mfg.	58095	2	1	2	2	4021, 4484	2	2	n/a	12
Plumbing Supplies and Fixtures Dealers and Distributors	16527	2	2	2	2	8018, 8111	2	1	n/a	73
Plumbing Supplies Mfg NOC	58096	2	1	2	2	3188	2	2	n/a	12
Plywood, Veneer Products Mfg NOC	58301	3	2	2	3	2714, 2915	2	2	n/a	12
Plywood, Veneer Products Mfg without log processing	58302	3	2	2	3	2916	2	2	n/a	12

Podiatrists Office - No Surgery, <b>X -</b> Professional	66561	1	2	1	1	8832	1	1	2*	40 (74)
Police Departments - (Governmental or Penal Institutions), <b>X - Professional</b> *	#	2	3*	2	3	#	3*	3*	n/a	88
Political Campaign Office, X-PI & AI	46822	1	2	2	2	9061	2	2	n/a	28
Prefabricated Building Erection	98502	1	2	2	3	5403	2	2	n/a	03
Prefabricated Building Mfg.	58397	3	2	3	2	2802, 3030	2	3	n/a	13
Printers or Electrotypers Suppliers - Distributors	16588	2	2	2	2	8018	2	2	n/a	34
Printing - NFP, <b>X - Professional</b>	58409	2	2	1	2	4299, 8810	2	1	2*	11 (75)
Printing - Other Than NFP, <b>X -</b> Professional	58408	2	2	1	2	4299, 4308, 4351, 8810	2	1	2*	11 (75)
Produce Handling or Packing	16604	2	2	2	2	8102, 8209	2	2	n/a	34
Professional and Trade Organizations - no buildings or premises owned or leased except as office - other than NFP	46881	1	1	1	2	9061	1	1	n/a	40
Professional and Trade Organizations - no buildings or premises owned or leased except as offices - NFP	46882	1	1	1	2	9061	1	1	n/a	40
Project Management (Construction) (Lacking control of Risk Transfer)	41620	2	3	3	2	#	2	3	n/a	07
Public Livery	#	2	2	1	2	#	3	3	n/a	07
Publishers - books or magazines - NFP, X- E&O	58457	2	2	2	2	8810	2	1	n/a	88
Publishers - books or magazines - other than NFP, <b>X-E&amp;O</b>	58456	2	2	2	2	8810	2	1	n/a	11
Publishers - newspapers - NFP, X-E&O	58459	2	2	2	2	4304	2	1	n/a	11
Publishers - newspapers - other than NFP, <b>X-E&amp;O</b>	58458	2	2	2	2	4304, 7380, 8810	2	1	n/a	11
Pulp Mfg.	58503	3	2	1	3	4206, 4207	2	2	n/a	12
Pumps or Compressors Mfg.	58532	2	1	3	2	3612	2	2	n/a	12
Quarries	98555	2	3	2	3	1624, 1654, 1655	3	2	n/a	12
Race Tracks - motorized vehicles - LRO *	46913	3*	3	2	2	#	2	3	n/a	88

Race Tracks - motorized vehicles - operators *	46911	3*	3	2	3	9016	2	3	n/a	88
Race Tracks - motorized vehicles - Sponsor's risk only *	46915	3*	3	2	2	#	3	3	n/a	88
Race Tracks - operators - NOC*	46912	3*	3	2	3	8279, 8720, 8810, 9016	2	3	n/a	88
Racing - LRO - NOC *	46914	3*	3	2	2	#	2	3	n/a	88
Racing - sponsor's risk only - NOC *	46916	3*	3	2	2	#	3	3	n/a	88
Racquet Sports and Handball Facilities - commercially operated	16670	2	2	2	2	9063	1	2	n/a	80
Radio or TV Broadcasting Station - NFP, <b>X-</b> <b>E&amp;O</b>	98598	2	2	1	2	7610	2	1	n/a	06
Radio or TV Broadcasting Station - other than NFP, <b>X-E&amp;O</b>	98597	2	2	1	2	7610	2	1	n/a	06
Radio, TV or Sound System Mfg (Communication or Recording Systems or Equipment Mfg.)	#	2	1	2	2	#	2	1	n/a	11
Railroad Construction *	98601	2	3*	3*	3*	6702, 6703, 6704, 7855	2	3*	n/a	07
Railroad or Other Public Conveyance Cars Mfg. *	58560	3*	2	3*	3*	3881	2	3*	n/a	13
Railroad or Other Public Conveyance Cars Parts Mfg. *	58561	3*	2	3*	3*	3082	2	3*	n/a	13
Railroads - operation and maintenance - with BI passenger hazard *	98622	2	3*	3*	3*	7133, 7151, 7152, 7153, 7382	2	3*	n/a	07
Railroads - operation and maintenance - without BI passenger hazard *	98623	2	3*	3*	3*	#	2	3*	n/a	07
Railroads - shop operation and maintenance only *	98624	2	1	3*	3*	8385	2	3*	n/a	13
Railroads Engine Mfg. *	58559	3*	1	3*	3*	3507	2	3*	n/a	13
Razor or Razor Blades Mfg.	58575	2	1	2	2	3122, 3270	2	1	n/a	11
Real Estate Agents, X-Professional	47050	1	2	1	1	8742	1	1	2*	40 (76)
Real Estate and Insurance Agents, X- Professional	47050	1	2	1	1	8742	1	1	3*	40 (59)

Real Estate Development Property ( <b>use</b> with appropriate subcontractor codes)	47051	1	2	2	2	#	2	2	n/a	43
Real Estate Property Managed, X- Professional if licensed realtors employed	47052	1	2	2	2	9015	2	2	2*	42 (76)
Recording Studios	47103	2	2	1	1	7610	1	1	n/a	23
Recreational Vehicle Dealers	16694	3	3	3	2	8748	2	3	n/a	88
Recycling Collection Centers - NFP	47147	3	3	3	2	8264	2	2	n/a	20
Recycling Collection Centers - other than NFP	47146	3	3	3	2	8264	2	2	n/a	20
Refrigeration Equipment - Dealers and Distributors only - commercial	16705	2	1	1	2	8010	2	1	n/a	73
Refrigeration Equipment Mfg.	58663	2	1	2	2	3076, 3179	2	2	n/a	12
Refrigeration Systems or Equipment - dealers, distributors and installation, service or repair - commercial	98636	1	2	2	2	3724, 5183, 5190	2	2	n/a	08
Rendering Works	58682	3	3	3	3	4665, 4683	2	3	n/a	13
Renovating - outside surfaces of buildings	98640	1	3	2	3	5213	2	3	n/a	07
Rental Stores - machinery or equipment - rented to others on a long term basis	16723	2	3	3	2	8107	2	3	n/a	27
Rental Stores - NOC	16722	2	2	3	2	8044	1	3	n/a	27
Restaurants - operated by concessionaires - NFP (Property = 3 if CCEFP not NFPA compliant)	16820	2	2	2	3	9082	2	2	n/a	30
Restaurants - operated by concessionaires - other than NFP (Property = 3 if CCEFP not NFPA compliant)	16819	2	2	2	3	9082	2	2	n/a	30
Restaurants - with no sale of alcoholic beverages - with table service ( <b>Property =</b> <b>3 if CCEFP not NFPA compliant</b> )	16900	2	2	2	2	9082	1	2	n/a	30

Restaurants - with no sale of alcoholic beverages - without table service and seating (Property = 3 if CCEFP not NFPA compliant)	16901	2	2	2	2	9083	1	2	n/a	30
Restaurants - with no sales of alcohol beverages - without seating (Property = 3 if CCEFP not NFPA compliant)	16902	2	2	2	2	9082	1	2	n/a	30
Restaurants - with sales of alcoholic beverages 75% or more of annual receipts - bar service only (without tables) - without dance floor (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16941	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages 75% or more of annual receipts - bar service only (without tables) with dance floor (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16940	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages 75% or more of annual receipts - with tables - without dance floor - no table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16931	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages 75% or more of annual receipts - with tables - without dance floor - with table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16930	2	2	2	2	9084	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages less than 30% of annual receipts - with table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16910	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]

Restaurants - with sales of alcoholic beverages less than 30% of annual receipts - without table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16911	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages more than 30% and less than 75% of annual receipts - with dance floor (GL & Umb. = 3 with Liquor Liability)	16915	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages more than 30% and less than 75% of annual receipts - without dance floor (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16916	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages more than 75% with tables and dance floor, no table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16921	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Restaurants - with sales of alcoholic beverages more than 75% with tables, dance floor and table service (Property = 3 if CCEFP not NFPA compliant) (GL & Umb. = 3 with Liquor Liability)	16920	2	2	2	2	9082	1	2	n/a	30 [25 w/ LL]
Riding Academies	47221	3	3	2	3	8279	1	3	n/a	82
Rifle or Pistol Ranges - indoor	47253	3	3	3	3	9180	1	3	n/a	88
Rifle or Pistol Ranges - NOC	47254	3	3	3	3	9180	2	3	n/a	88
Rigging - not ship or boat	98658	2	3	2	3	9534	3	3	n/a	07
Rigging - ship or boat *	98659	2	3	2	3*	9534	3	3*	n/a	07
Rodeos *	47318	3*	3	2	3	9016	2	3	n/a	88
Rolling Mills - Cold or Hot Processing	58713	3	1	2	2	3027	2	2	n/a	12
Roofing - commercial	98677	1	3	3	3	5551	2	3	n/a	07

Roofing - residential	98678	1	3	2	3	5551	2	3	n/a	07
Rooming Houses- (Boarding and Rooming Houses)	#	3	3	2	3	#	2	3	n/a	69
Rope Manufacturing	58737	3	1	3	2	2220	2	2	n/a	12
Rubber Mfg.	58756	3	3	3	3	4410, 4751, 4829	2	2	n/a	12
Rubber Reclaiming	58757	3	2	1	3	4410	2	1	n/a	11
Rubber Stamp Mfg. or Assembling	58759	3	1	1	2	4299	2	1	n/a	11
Saddles, Harnesses or Horses Furnishings Mfg.	58802	2	1	3	2	4902	2	2	n/a	12
Safes or Safe Vaults Mfg.	58813	2	1	2	2	3507	2	2	n/a	12
Sail Making	58822	3	2	2	2	2576	2	2	n/a	12
Sales Organizations	47367	2	2	2	2	8288	2	2	n/a	12
Salt Mfg.	58840	3	3	3	3	4568	2	3	n/a	13
Salt, Borax, Potash or Phosphate - producing or refining and drivers - NOC	58837	3	3	3	3	4568	2	3	n/a	13
Salvage Operations - NOC	98698	3	3	3	3	7394, 7398	3	3	n/a	07
Salvage Operations - removing, sorting, reconditioning and distributing of merchandise in damaged buildings and incidental operations away from such buildings	98699	3	3	3	3	5705, 7395	3	3	n/a	07
Sand or Gravel Digging *	98710	1	3*	2	3*	4000	3*	3*	n/a	07
Sandblasting	98705	1	3	2	3	5213	1	3	n/a	07
Saunas and Baths - public	47420	2	3	2	2	9586	1	3	n/a	84
Saw Mills or Planing Mills	58873	3	1	1	3	2710, 2731	2	2	n/a	12
Scaffolding Contractor (Contractors Equipment)	11211	2	3	2	2	8107	2	3	n/a	27
Scale Houses - Truck Weighing	#	2	2	1	2	#	2	2	n/a	28
Schools - Barbering or Cosmetology	29959	1	2	2	1	9586	1	2	n/a	24
Schools - colleges, universities, junior colleges or college prep - NFP *	67509	2*	2*	2*	2*	9101	2	2*	n/a	24

Schools - colleges, universities, junior colleges or college prep - other than NFP *	67508	2*	2*	2*	2*	8868, 9101	2	2*	n/a	24
Schools - correspondence	47468	1	1	2	1	8868	1	2	n/a	22
Schools - dormitory facilities - NFP	67511	2	3	2	2	#	2	3	n/a	69
Schools - dormitory facilities - other than NFP	67510	2	3	2	2	#	2	3	n/a	69
Schools - Driving	#	2	2	2	2	#	3	2	n/a	22
Schools - faculty liability for corporal punishment of students	47469	N/A	3	2	#	#	1	2	n/a	22
Schools - NFP - NOC	67513	2	2	2	2	9101	2	2	n/a	22
Schools - other than NFP - NOC	67512	2	2	2	2	9101	2	2	n/a	22
Schools - private - elementary, kindergarten or junior high - NFP	47476	2	2	2	2	9101	3	2	n/a	22
Schools - private - high - NFP	47478	2	2	2	2	9101	3	2	n/a	22
Schools - private - high - other than NFP	47477	2	2	2	2	9101	3	2	n/a	22
Schools - public - elementary, kindergarten or junior high - NFP *	47471	2*	2	2	2	8868, 9101	3	2	n/a	22
Schools - public - high *	47473	2*	2	2	2	9101	3	2	n/a	22
Schools- private - elementary, kindergarten or junior high - other than NFP	47475	2	2	2	2	9101	3	2	n/a	22
Schools- Trade or Vocational	47474	2	3	2	2	9101	2	2	n/a	24
Secondhand or Salvage Dealers	16881	3	3	3	2	8263	2	3	n/a	29
Security and Patrol Agencies * X-PI/AI, X- Prof, X-Discharge of Firearms	98751	1	3*	2	3	7720	3*	3*	n/a	07
Seed Merchants - erroneous delivery and error in mixture, excluding germination failure	16892	3	3	3	2	8102	2	3	n/a	87
Seed Merchants - erroneous delivery, error in mixture and germination failure	16891	3	3	3	2	8102	2	3	n/a	87
Seed Merchants - excluding erroneous delivery, error in mixture and germination failure	16890	3	2	2	2	8102	2	2	n/a	85

Septic Tank Systems - cleaning <b>w/Total</b> Pollution Exclusion	98805	1	2	2	2	9402	2	2	n/a	03
Septic Tank Systems - installation, servicing or repair <b>w/Total Pollution</b> <b>Exclusion</b>	98806	1	2	2	3	6229	2	2	n/a	03
Sewage Disposal - plant operations w/Total Pollution Exclusion	98810	2	2	2	2	7580	2	2	n/a	03
Sewage Treatment Plants - (Sewage Disposal - plant operations) <b>w/ Total</b> <b>Pollution Exclusion</b>	98810	2	2	2	2	7580	2	2	n/a	03
Sewer Cleaning <b>w/Total Pollution</b> Exclusion	98813	2	2	2	3	5183, 9402	2	2	n/a	03
Sewer Mains or Connections Construction w/Total Pollution Exclusion	98820	1	2	2	3	6306	2	3	n/a	07
Sewers, w/ Total Pollution Exclusion	48039	1	2	2	2	#	2	2	n/a	18
Sewing Machines Mfg commercial	58903	2	1	2	2	3574, 3643, 3724	2	2	n/a	12
Sewing Machines Mfg household	58904	2	1	2	2	3574	2	1	n/a	11
Shaft Sinking *	98871	2	3*	3*	3*	6252	2	3*	n/a	13
Sheet Metal Work - outside	98884	1	2	1	2	5538	2	1	n/a	06
Sheet Metal WorkShop Only	58922	2	1	2	2	3066	2	1	n/a	11
Shelters, mission, Settlement or Halfway House - not church or office building	67017	3	3	3	3	9110	2	3	2	88 (77)
Ship Ceiling or Scaling *	98914	2	3*	3*	3*	6874, 6884	2	3*	n/a	07
Ship Chandler Stores *	18078	2	2	3	2*	8010	1	2*	n/a	28
Ship Repair or Conversion *	98949	3*	3*	3*	3*	6872, 6882	2	3*	n/a	07
Shoe Repair Shops	18109	2	2	2	2	8017	1	1	n/a	32
Shoe Stores	18110	1	2	1	1	8008	1	1	n/a	32
Shoe, Boot or Slipper Mfg.	59005	3	1	2	2	2651, 2660, 4410	2	1	n/a	11

Shopping Centers - buildings or premises not occupied by the insured (LRO) (Add parking charge if appropriate.) *	67635	2*	2	1	2	#	2	2	n/a	42
Shopping Centers - indoor malls - buildings or premises not occupied by the insured (LRO) <b>(Add parking charge if</b> <b>appropriate.)</b> *	67634	2*	2*	1	2	#	2	2*	n/a	42
Siding Installation (Not EIFS)	98967	1	2	2	2	5403, 5645, 5651	1	2	n/a	03
Sign Erection, Installation or Repair	98993	1	2	2	3	9521, 9554	2	2	n/a	03
Sign Mfg electrical	59057	2	1	2	2	3064	2	2	n/a	12
Sign Mfg NOC	59058	2	1	1	2	2501, 2812, 2881, 3064, 4299, 9051	2	1	n/a	11
Sign Painting or Lettering - inside of buildings	99003	2	2	1	2	9501	1	1	n/a	06
Sign Painting or Lettering - on buildings or structures	99004	2	2	2	3	9554	2	2	n/a	03
Silverware Mfg (Metal Goods Mfg. NOC)	56911	2	1	2	2	#	2	1	n/a	11
Sisters Homes - (Convents or Monasteries)	41680	2	1	1	2	8868	2	1	n/a	14
Skating Rinks - ice	48177	3	3	2	2	9016	2	2	n/a	83
Skating Rinks - roller	48178	3	3	2	2	9093	2	2	n/a	83
Skeet Shooting or Trap Shooting Ranges	48206	3	3	2	3	9180	2	3	n/a	84
Ski Lifts, Tows or Runs	48252	3	3	2	3	9052	2	3	n/a	84
Slate Milling	59188	2	1	2	3	1803	2	2	n/a	12
Slate Splitting or Slate Roofing Mfg.	59189	2	1	2	3	1624	2	2	n/a	12
Snow and Ice Removal - (Street Cleaning) <b>w/ PD Ded.</b>	99303	1	2	2	2	9402	2	2	n/a	03
Soap Box Derbies	48441	N/A	3	2	2	#	2	2	n/a	83
Soap Mfg. *	59223	3	2*	3*	3*	4720	2	3*	n/a	13

Social Gatherings and Meetings - on premises not owned or operated by insured - NFP	48558	N/A	2	2	2	#	2	1	n/a	79
Social Gatherings and Meetings - on premises not owned or operated by insured - other than NFP	48557	N/A	2	2	2	#	2	1	n/a	79
Social Services - consulting services only - operated by the private sector, <b>X -</b> <b>Professional</b>	48600	1	2	2	2	8810	2	2	2	20 (77)
Solar Energy Contractors	99080	1	2	3	2	#	2	2	n/a	03
Sororities - (Boarding or Rooming House for property and Clubs for GL )	#	3	3	2	3	#	2	3	n/a	69
Spas or Personal Enhancement Facilities	18200	1	2	1	3	9063	2	2	n/a	80
Sponge Processing	59257	2	2	1	2	#	2	1	n/a	11
Sporting Goods or Athletic Equipment Distributors	18205	2	2	2	2	8018	2	2	n/a	34
Sporting Goods or Athletic Equipment Mfg.	59306	2	1	3	3	3146, 4902	2	2	n/a	12
Sporting Goods or Athletic Equipment Stores	18206	1	2	2	2	8017	1	1	n/a	33
Sports or Outdoor Activities - commercially operated	48610	1	3	3	2	#	2	3	n/a	84
Stables - boarding, livery or racing	99111	3	3	2	3	8279	2	3	n/a	07
Stadiums - operated by insured - NFP *	48638	2*	3*	2	2	9182	2	3	n/a	88
Stadiums - operated by insured - other than NFP *	48637	2*	3*	2	2	9182	2	3	n/a	88
Stationary or Paper Products Stores	18335	2	2	1	1	8017	1	1	n/a	32
Steam Heating or Steam Power Companies	99160	2	3	3	3	7539	2	3	n/a	07
Steam Mains or Connections Construction	99163	2	3	3	3	6319	2	3	n/a	07
Steam Pipe or Boiler Insulation	99165	2	3	3	2	5183	2	3	n/a	07
Steel or Iron Erection - (Metal Erection)	#	2	#	#	#	#	2	#	n/a	#
Steel or Iron Merchants & Drivers - (Metal Dealers or Distributors <b>)</b>	#	2	2	#	2	8106	2	#	n/a	#
Steel Wool or Wire Wool Mfg.	59378	2	1	2	2	3255	2	1	n/a	11

Stevedoring - by hand or by means of hand trucks exclusively - no hoisting of cargo*	99220	1	3	2	3*	7317	2	2*	n/a	03
Stevedoring - handling explosives or ammunition - under contract *	99221	1	3*	2*	3*	7350, 7360	3*	3*	n/a	07
Stevedoring - NOC *	99222	1	3	2	3*	7309, 7327, 7350, 7360	2	2*	n/a	09
Stevedoring - tallyers or checking clerks engaged in connection with stevedoring work *	99223	1	3	2	3*	8709, 8719, 8726	2	2*	n/a	08
Stockbrokers (Building - Office), <b>X-</b> Professional	#	1	2	1	1	#	1	1	n/a	69
Stockyards	48636	3	3	3	3	8288	2	3	n/a	88
Stone Crushing	59481	2	2	2	3	1710	2	3	n/a	13
Stone Cutting	59482	1	2	2	3	1803	2	2	n/a	12
Stores - food or drink - NFP - NOC	18436	1	2	2	2	8006	2	2	n/a	81
Stores - food or drink - other than NFP - NOC	18435	1	2	2	2	8006	2	2	n/a	81
Stores - no food or drink - NFP - NOC	18438	1	2	2	2	8017	2	1	n/a	33
Stores - no food or drink - other than NFP - NOC	18437	1	2	2	2	8008, 8010, 8017, 8018	2	1	n/a	33
Straw and Straw Products - (Feed, Grain or Hay Dealers)	12583	3	2	2	3	8215	2	3	n/a	87
Street Cleaning w/ PD Ded.	99303	1	2	2	2	9402	2	2	n/a	03
Street or Road Construction or Reconstruction	99315	1	3	2	3	5507, 5508	3	3	n/a	07
Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping	99321	1	3	2	3	5506, 8350	3	3	n/a	07
Streets, Roads, Highways or Bridges - existence and maintenance hazard only *	48727	1	2*	2	2	#	2	2*	n/a	18
Student Housing - off campus	#	3	3	2	2	#	2	3	n/a	69
Student Housing - on campus (Fraternities, Schools-dormitories, Sororities)	#	#	3	2	2	#	2	3	n/a	69

Subway Construction	99445	1	3	3	3	#	2	3	n/a	07
Sugar Refining	59537	3	2	2	2	2021	2	2	n/a	09
Sun Tanning Salons, <b>X - Tanning</b>	48808	2	2	2	2	9586	2	2	n/a	28
Supermarkets	18501	2	2	2	2	8033	1	2	n/a	81
Surveyors - land - not engaged in actual construction, <b>X-Professional</b>	99471	1	2	1	2	8601	2	1	n/a	06
Swimming Pools - NOC	48925	2	2	2	2	9015	2	3	n/a	84
Swimming Pool Servicing	99505	2	2	2	2	5223	2	2	n/a	03
Swimming Pools - commercially operated	48924	2	3	2	2	9063	2	3	n/a	84
Swimming Pools - installation, servicing or repair - above ground	99506	2	3	3	3	5223	2	3	n/a	07
Swimming Pools - installation, servicing or repair - below ground	99507	2	3	3	3	5223	2	3	n/a	07
Swimming Pools or Accessories Mfg.	59601	2	2	3	2	4484	2	2	n/a	12
Syrups or Molasses - refining, blending or mfg.	59647	2	2	2	2	2021	2	2	n/a	09
Tailor Merchants - men or boys	18506	2	2	2	1	8017	1	1	n/a	32
Tailor or Dressmaking Establishments - custom	18507	2	2	2	2	2503	1	1	n/a	11
Tank Building or Mfg metal - not pressurized, <b>w/ Total Pollution Exclusion</b>	59660	2	2	2	3	3620	2	2	n/a	12
Tank Building or Mfg metal - pressurized, w/ Total Pollution Exclusion	59661	2	2	3	3	3620	2	3	n/a	13
Tank Construction, Installation, Erection or Repair - metal - pressurized - within buildings exclusively, <b>w/ Total Pollution</b> <b>Exclusion</b>	99573	2	2	3	3	3726	2	3	n/a	07
Tank Construction, Installation, Erection or Repair - metal - pressurized, <b>w/ Total</b> <b>Pollution Exclusion</b>	99571	2	2	3	3	5040	2	3	n/a	07
Tank Construction, Installation, Erection or Repair - metal - not pressurized - NOC, w/ Total Pollution Exclusion	99570	2	2	2	3	5040	2	2	n/a	03

Tank Construction, Installation, Erection or Repair - metal - not pressurized - within buildings exclusively, <b>w/ Total Pollution</b> <b>Exclusion</b>	99572	2	2	2	3	3726	2	2	n/a	03
Tanning - animal hides	59693	2	2	2	2	2623	2	1	n/a	11
Tattoo Parlors	18570	2	2	3	2	9586	1	2	n/a	83
Taxicab Companies	68001	1	2	1	3	7370, 7382, 8385	3	3	n/a	88
Taxidermists	49005	2	2	2	2	9600	1	2	n/a	83
Telecommunication Equipment Mfg.	59695	2	1	2	2	3681	2	2	n/a	12
Telecommunication Equipment Providers	18575	2	2	2	2	8901	2	2	n/a	34
Telecommunication Service Providers, X- E&O *	99600	2	2*	2	2	7600, 8901	2	2*	n/a	03
Telegraph Companies	99614	2	2	2	3	7600	2	2	n/a	83
Telephone, Telegraph or Cable Television Line Construction <b>w/ PD Ded.</b>	99613	2	2	2	3	7601, 7611, 7612, 7613	2	2	n/a	03
Teleproduction Studios (post production)	99620	2	2	2	2	4360	2	2	n/a	83
Television or Radio Receiving Set Installation Repair	99650	2	2	1	2	9516	2	1	n/a	06
Television Picture Tube Mfg.	59701	2	1	2	2	4112	2	1	n/a	11
Tennis Clubs - (Clubs - racket sports and handball)	41665	2	2	2	2	9063	1	2	n/a	80
Tent or Canopy Mfg.	59713	3	2	3	2	2576	2	3	n/a	13
Tent or Canvas Goods - erection, removal or repair	99709	2	3	3	2	5102	2	3	n/a	07
Tents or Canopies - loaned or rented to others	49111	3	3	2	2	8010	2	3	n/a	27
Textile Bleaching, Dyeing, Mercerizing, Printing, Finishing or Silk Screening - New Goods	59722	3	3	3	3	2413, 2416	2	2	n/a	12
Textile Coating or Impregnating	59723	3	3	3	2	4493	2	2	n/a	12
Textile Mfg impregnated or coated	59724	3	3	3	2	4493	2	2	n/a	12
Textile Products Mfg fabricated	59725	3	2	3	2	2501	2	2	n/a	12

Textile Spinning, Weaving or Knitting Mills	59726	3	3	3	3	2220, 2286, 2300, 2501, 4493	2	2	n/a	12
Theaters - Drive-Ins	49181	3	2	2	2	9154	1	2	n/a	83
Theaters - Motion Pictures	49183	2	2	2	2	9154	1	2	n/a	83
Theaters - NFP - NOC	49185	2	2	2	2	9154	1	2	n/a	83
Theaters - other than NFP - NOC	49184	2	2	2	2	9154, 9156	1	2	n/a	83
Theatrical Companies - traveling	99718	N/A	2	1	3	9154	2	2	n/a	83
Ticket Agencies	68439	1	2	1	1	8810	1	1	n/a	32
Tie, Post or Pole Yard	59738	3	2	3	3	2960	2	2	n/a	12
Tile, Stone, Marble Mosaic or Terrazzo Work - interior construction	99746	1	2	2	2	5348	1	1	n/a	06
Tire Dealers	18616	2	2	2	2	8046, 8380	2	2	n/a	01
Tire Mfg auto, bus and truck	59750	3	3	3	3	4420	2	3	n/a	13
Tire Mfg not auto, bus or truck	59751	3	3	3	3	4420	2	3	n/a	13
Tire Retreading or Recapping	49239	3	3	3	3	8380	2	3	n/a	13
Tobacco Products Distributors	18707	3	2	3	2	8018	2	3	n/a	29
Tobacco Products Mfg cigars or cigarettes, <b>X-health hazards</b> *	59773	3	2*	3*	2	2172	2	3*	n/a	13
Tobacco Products Mfg NOC, <b>X-health</b> hazards *	59774	3	2*	3*	2	2172	2	3*	n/a	13
Tobacco Products Mfg plug or snuff, X- health hazards *	59775	3	2*	3*	2	2172	2	3*	n/a	13
Tobacco Products Stores	18708	2	2	2	2	8017	1	2	n/a	81
Tobacco Rehandling or Warehousing	99760	3	2	3	2	2174	2	2	n/a	45
Toll Bridges *	49292	3*	3*	2	2	9019	2	3*	n/a	88
Tool Mfg accessories - NOC	59781	2	1	2	2	3110, 3113, 3114	2	2	n/a	12
Tool Mfg hand type - not powered	59782	2	1	2	2	3110, 3118, 3126	2	2	n/a	12
Tool Mfg hand type - powered	59783	2	1	3	2	3110	2	3	n/a	13
Tool Mfg power equipment - household type - outdoor or workshop	59784	2	1	3	2	3110	2	3	n/a	13

Towing Services - Marine *	#	3	3	2	3*	#	3	2*	n/a	01
Towing Services (auto - class-II)	#	2	3	2	3	#	3	2	n/a	01
Townhouses or Similar Associations - association risk only	68500	2	2	1	2	#	2	2	n/a	37
Toy Distributors	18833	2	2	3	2	8018	2	3	n/a	29
Toy Stores	18834	1	2	2	2	8017	1	1	n/a	33
Toys or Games Mfg.	59790	2	2	3	2	2501, 2841	2	3	n/a	13
Trailer Dealers	19795	2	2	2	2	8748	2	2	n/a	01
Trailer Mfg.	59798	2	2	3	2	3808	2	3	n/a	13
Trailer Rental Agencies	19796	2	3	3	2	8002	2	3	n/a	27
Travel Agency ( <b>No tours</b> )	49333	1	1	1	1	8810	1	1	n/a	40
Travel Agency Tours	49333	1	3	2	2	8742	3	3	n/a	88
Tree Pruning, Dusting, Spraying, Repairing, Trimming or Fumigating <b>w/PD Ded.</b>	99777	1	3	2	3	0106	2	2	n/a	03
Truck Mfg. or Assembling	59806	2	1	3	2	3808	2	3	n/a	13
Truckers	99793	2	2	1	3	7222, 7228, 7230, 7232, 7229, 8380	3	3	n/a	02
Tunneling	99798	2	3	3	3	6251, 6260	2	3	n/a	07
Tunnels *	N/A	3*	3*	2	2	#	2	3*	n/a	88
Turpentine or Resin Mfg.	59867	3	3	3	3	1472	2	3	n/a	13
Twine or Cordage Mfg.	59886	3	1	2	2	2220	2	1	n/a	11
Typesetting Shops (Printing)	#	2	2	1	2	#	2	1	2	11 (75)
Umbrella or Cane Mfg.	59889	3	2	2	2	2501	2	1	n/a	11
Underpinning Buildings or Structures	99803	1	3	3	3	5703	2	3	n/a	13
Union Halls - (Labor Unions), <b>w/ Labor</b> Union exclusion	65007	2	2	2	2	8755	2	2	n/a	20
Upholstering - NOC	99826	3	2	2	2	9522	2	1	n/a	06
Upholstering - shop only	99827	3	2	2	2	9521	2	1	n/a	06
Vacant Buildings - factories	68604	3	3	2	2	#	2	2	n/a	44
Vacant Buildings - not factories - NFP	68607	3	3	2	2	#	2	2	n/a	44

Vacant Buildings - not factories - other than NFP	68606	3	3	2	2	#	2	2	n/a	44
Vacant Land - NFP	49452	N/A	2	2	2	#	2	2	n/a	44
Vacant Land - other than NFP	49451	N/A	2	2	2	#	2	2	n/a	44
Valves Mfg.	59892	2	1	3	2	3634	2	3	n/a	13
Variety Stores - NFP	18912	2	2	1	2	8050	1	1	n/a	32
Variety Stores - other than NFP	18911	2	2	1	2	8050	1	1	n/a	32
Vegetable and Fruit Packing - (Produce Handling and Packing)	16604	2	2	2	2	8102, 8209	2	2	n/a	09
Vegetable Oil Mfg by solvent extraction	59904	3	2	2	2	4686	2	2	n/a	09
Vegetable Oil Mfg NOC	59905	3	2	2	2	4670, 4683	2	2	n/a	09
Vending Machine Operations - confection, food, beverage	49617	2	2	2	2	5192	1	1	n/a	32
Vending Machine Operations - NOC	49619	2	2	2	2	5192	1	1	n/a	32
Vending Machine Operations - tobacco products	49618	2	2	2	2	5192	2	2	n/a	28
Vending Machines Mfg.	59915	2	1	2	2	3559	2	1	n/a	11
Venetian Blinds Mfg.	59917	2	1	2	2	2881	2	1	n/a	11
Veterinarian or Veterinary Hospitals, <b>X -</b> <b>Professional</b>	99851	1	2	1	2	8831	2	1	1	06 (78)
Video Stores	18920	2	2	2	1	8072	1	1	n/a	31
Videotaping Services, X- Professional	#	2	2	1	2	#	1	1	n/a	06
Wall and Ceiling (Contractors) - (Drywall or Ceiling)	92338	1	1	2	3	5445	2	1	n/a	06
Warehouse/ Superstores	#	2	2	2	2	#	2	2	n/a	81
Warehouses - cold individual storage lockers	49763	2	2	2	2	8291	2	2	n/a	45
Warehouses - cold storage - public	99917	2	2	2	2	8291	2	2	n/a	45
Warehouses - mini-warehouses	18991	2	2	2	2	9015	2	2	n/a	45
Warehouses - NOC	99938	2	2	2	2	8292, 8293	2	2	n/a	45
Warehouses - occupied by multiple interests (LRO)	68702	2	2	2	2	#	2	2	n/a	45
Warehouses - occupied by single interests (LRO)	68703	2	2	2	2	#	2	2	n/a	45

Warehouses - private - NFP	68707	2	2	2	2	#	2	2	n/a	45
Warehouses - private - other than NFP	68706	2	2	2	2	#	2	2	n/a	45
Washing Machines, Dryers or Ironers - coin meter type	19007	1	2	1	2	#	1	1	n/a	33
Waste And Reclaimed materials (Junk Dealers)	45380	3	3	3	3	8263	3	3	n/a	88
Watch or Watch Case Mfg.	59923	2	1	1	2	3383, 3385	2	1	n/a	11
Water Bottling - in siphons	59925	2	1	2	2	2157	2	2	n/a	09
Water Bottling - spring or well - not sparkling or carbonated	59926	2	1	2	2	2157	2	2	n/a	09
Water Bottling - spring or well - sparkling or carbonated	59927	2	1	2	2	2157	2	2	n/a	09
Water Companies *	99943	2	3*	3*	3*	7520	2*	3*	n/a	07
Water Mains or Connections Construction	99946	1	2	2	3	6319	2	2	n/a	03
Water Retention Basins - existence and maintenance hazard only	20400	N/A	2	2	2	#	1	2	n/a	20
Water Softening Equipment - installation, servicing or repair <b>w/ PD Ded.</b>	99948	1	2	3	2	5183	1	2	n/a	03
Water Softening Equipment - rented to others, <b>w/ PD Ded</b>	19051	1	2	2	2	8010	1	2	n/a	28
Water Treatment Plants - (Water Companies), <b>w/ Total Pollution</b> Exclusion*	99943	2	3*	3*	3*	7520	2	3*	n/a	07
Water Well Drilling - (Drilling - water)	92102	1	2	2	3	6204	2	1	n/a	06
Waterproofing - by pressure apparatus w/ PD Ded.	99952	1	2	3	2	5213	2	3	n/a	07
Waterproofing - by trowel - exterior	99953	1	2	3	2	5022	2	3	n/a	07
Waterproofing - by trowel - interior or insulation work	99954	1	2	3	2	5480	2	3	n/a	07
Waterproofing - NOC	99955	1	2	3	2	5474	2	3	n/a	07
Wax or Wax Products Mfg NOC	59931	3	2	3	3	4557	2	2	n/a	12
Wax, Wax Products or Polish Mfg floor	59932	3	2	3	3	4557	2	2	n/a	12
Web-site Designers, X - Professional	96930	1	2	3	1	8810	1	3	n/a	88

Weighers, Samplers or Inspectors of Merchandise - on vessels or docks, or at railway station or warehouse *	99963	N/A	2*	2*	3*	8709, 8719	1*	2*	n/a	03
Weight Control Services	#	1	2	3	2	#	1	2	n/a	83
Welding or Cutting	99969	3	3	3	3	3365	2	3	n/a	07
Welding Supplies - (incl. rod Mfg. or distr.)	#	3	2	3	3	#	2	3	n/a	29
Wharf and Waterfront Property - ferry docks or terminals *	49800	3*	3*	2*	3*	#	2*	3*	n/a	88
Wharf and Waterfront Property - not occupied by the insured *	49802	3*	3*	2*	2*	#	2*	3*	n/a	88
Wharf and Waterfront Property - occupied by the insured for both freight and passenger purposes *	49801	3*	3*	2*	3*	#	2*	3*	n/a	88
Wharf and Waterfront Property - occupied by the insured for freight purposes exclusively *	49803	3*	3*	2*	3*	#	2*	3*	n/a	88
Wheel Mfg.	59941	2	1	3	2	2841	2	3	n/a	13
Wicker Rattan, Willow or Twisted Fiber Products Mfg.	59947	3	1	2	2	2913	2	1	n/a	11
Wigs or Hair Pieces Mfg.	59955	3	2	2	2	2534	2	1	n/a	11
Windmill Dealers and Installers (Contractors)	#	3	3	3	3	#	2	3	n/a	07
Window Cleaning	99975	1	2	2	3	9014	2	2	n/a	03
Window Decorating	49840	1	2	2	2	9521	1	2	n/a	83
Wine Mfg sparkling ( <b>GL &amp; Umb. = 3 with</b> Liquor Liability)	59963	2	2	2	2	2143	2	2	n/a	09
Wine Mfg still ( <b>GL &amp; Umb. = 3 with</b> Liquor Liability)	59964	2	2	2	2	2143	2	2	n/a	09
Wire Cloth Mfg.	59970	2	1	3	3	3255	2	2	n/a	12
Wire Drawing	59973	2	1	2	2	1924, 3241	2	2	n/a	12
Wire Goods Mfg NOC	59975	2	1	2	2	3257, 3300	2	2	n/a	12
Wire Rope or Cable Mfg metal	59977	2	2	2	3	3240	2	2	n/a	12
Wood and Coal Stove Dealers (Heating & Heating & Air Conditioning)	#	1	1	3	2	#	2	2	n/a	34

Wood Preserving	59984	3	3	3	3	2841, 2960	2	3	n/a	13
Wood Products Mfg NOC	59985	3	1	2	3	2790, 2881, 2883, 4239	2	1	n/a	11
Wood Turned Products Mfg.	59986	3	1	2	3	2735, 2841	2	1	n/a	11
Wool Combing, Scouring or Separating from Cotton	59988	3	1	2	2	2211	2	1	n/a	11
Wool Pulling	59989	3	1	2	2	2623	2	1	n/a	11
Wrecking - buildings or structures - NOC *	99986	1	3*	2	3*	5022, 5057, 6003	3*	3*	n/a	07
Wrecking - dismantling of prefabricated dwellings not exceeding three stories for re- erection	99987	1	3	2	3	5213, 5403	3	2	n/a	03
Wrecking - marine *	99988	1	3	3	3*	7394, 7395, 7398	3	3*	n/a	07
Yard Storage	#	2	2	1	2	#	2	2	n/a	06
YMCA/YWCA	49870	2	3	1	2	8742, 9063	2	3	n/a	82
Youth Recreation Programs - NFP	49891	2	3	1	2	9063	2	3	n/a	82
Youth Recreation Programs - other than NFP	49890	2	3	1	2	9063	2	3	n/a	82
Zoos - NFP	49903	2	3	2	3	9102	2	3	n/a	84
Zoos - other than NFP	49902	2	3	2	3	9102	2	3	n/a	84

## TERRORISM HIGH HAZARD CLASSIFICATION GUIDELINES

All risks or exposures are considered low hazard unless they appear on the list below. If a policy contains any of the classes or exposures noted in the high hazard list, then the entire policy (all applicable lines and coverages - refer to rating rule) should be rated as high hazard. EXCEPTION: If 80% or more of the policy exposure is low hazard, there may be consideration for using the low hazard rate. This exception may be applied to the geographic tiers as well, ie: for policies with exposures in multiple geographic tiers, use the highest rated tier unless 80% of the exposure is in a lower tier, then there may be consideration for use of the lower tier.

NAICS Codes	ISO Code:	Class Definition (all coverages unless otherwise noted):
		Based on Property Exposure or Description:
Various	Various	Any risk with property exposures exceeding \$75 Mil. in (4-wall) values
Various	Various	New risks with property exposures exceeding \$50 Mil. in 4-wall values
Various	Various	Any risk with or in property exposures owned, tenant or managed exceeding 25 stories
921190	0701	Governmental Offices
621110	0851	Hospitals
721120, 713290, 713210	0951 & 2	Gambling – casinos
611110, 611310	1052	Public Schools and Universities
922120, 221320, 921190	1070	Fire Depts., Police, Sewage & Water Works & other Public Buildings
488310, 483210, 488490	1200	Piers, Wharves, Bridges
488410	1211	Freight Terminals
221210, 486210	1751 & 2	Oil Distributing, Oil Terminals and LPG Tank Farms
		Based on Casualty Exposure or Description:
333415, 336391	51116	Air Conditioning Equipment Mfg.
336411, 336412, 336413, 541710	51201	Aircraft or Aircraft Parts Manufacturing
488119	40026	Airport - lessees of portions of airports engaged in the sale of aircraft or accessories, servicing or repairing of aircraft, or pilot Instructions
488111	40020	Airport Control Towers - not operated exclusively by Civil Aeronautics Authority
488111, 488119, 488190, 561720	40010	Airports - commercial
488111, 488119, 488190, 561720	40015	Airports - private
238210, 561621, 561790	91127	Alarm and Alarm Systems - installation, servicing or repair
334519, 334290	51206	Alarm Manufacturing - fire or smoke
561611, 561612, 561613	91130	Alarms - security systems - monitoring
621910, 624230	40031	Ambulance Service, First Aid or Rescue Squads – (For profit)
621910, 624230	40032	Ambulance Service, First Aid or Rescue Squads – (Not for profit)
332992, 332993, 332994, 332995, 325920	51211	Ammunition Manufacturing
711310, 711320, 713120, 713990	10015	Amusement Centers
713110	10020	Amusement Parks
325613	10038	Anhydrous Ammonia Dealers and Distributors
711211, 711310, 711410, 711320	40063	Athletic or Sports Contests - in buildings - lessees (For-Profit)
711211, 711310, 711410, 711320	40064	Athletic or Sports Contests - in buildings - lessees (Not-For-Profit)

711211, 711310,	40069	Athletic Teams - professional or semi-professional
711410, 711320		
NAICS Codes		Class Definition (all coverages unless otherwise noted):
238910	91210	Blasting Operations
336611, 336612, 488390	51400	Boat or Ship Building - inboard and inboard/outboard
237310	91266	Bridge or Elevated Highway Construction - concrete
237310	91265	Bridge or Elevated Highway Construction - iron or steel
488490	41210	Bus Stations or Terminals
711190, 713990	10375	Carnivals or Circus Companies
424690	11101	Chemical Distributors
325414, 325613	51850	Chemicals Manufacturing - Commercial or industrial - NOC
325613	51852	Chemicals Manufacturing - Commercial or industrial - primarily flammable, explosive or reactive – NOC
325998	51851	Chemicals Manufacturing - Commercial or industrial - toxic and either flammable, explosive or reactive – NOC
325998	51853	Chemicals Manufacturing - Commercial or industrial- primarily toxic or presenting a health hazard – NOC
325998	51855	Chemicals Manufacturing – Household - Not Otherwise Classified
325998	51856	Chemicals Manufacturing – Household - primarily flammable, explosive or reactive - NOC
325998	51857	Chemicals Manufacturing – Household - primarily toxic or presenting a health hazard - NOC
325998	51854	Chemicals Manufacturing – Household - toxic and either flammable, explosive or reactive – NOC
238210, 811213	91551	Communication Equipment Installation - industrial or commercial
334210, 334418	51926	Communication or Recording Systems or Equipment Manufacturing - industrial or commercial
541511	41673	Computer Consulting or Programming
518210	43151	Computer Data Processing – operations
518210	43152	Computer Data Processing – time sharing
333313, 334111, 334112, 334119, 334310, 334412, 334418	51941	Computer Manufacturing
334119	51942	Computer Software Manufacturing – Pre-packaged
115112	91606	Crop Spraying - by contractors
238910, 237990, 236210	91618	Dam or Reservoir Construction
221	41700	Dam, Levee or Dike - existence hazard only
722410	11274	Dance Halls, Ballrooms or Discotheques - (Not For Profit)
722410	11273	Dance Halls, Ballrooms or Discotheques - (For Profit)
236210, 237990	91641	Dike, Levee or Revetment Construction
488390, 488490	43007	Drawbridges - existence hazard only
3254412, 325414	52341	Drug Manufacturing – biological products
325412, 325413	52342	Drug, Medicine or Pharmaceutical Preparations Manufacturing – for animal use
325411, 325412, 325413	52343	Drug, Medicine or Pharmaceutical Preparations Manufacturing
221122, 221113, 221111, 221112, 221119, 221121	92445	Electric Light or Power Companies
531120, 561591, 711310	63215	Exhibition or Convention Buildings (For-Profit)
531120, 561591, 711310	63216	Exhibition or Convention Buildings (Not-For-Profit)
325920	52876	Explosives or Fireworks Manufacturing

424910, 444220	12683	Fertilizer Dealers and Distributors		
325311, 325312,	53077	Fertilizer Manufacturing		
325314				
NAICS Codes		Class Definition (all coverages unless otherwise noted):		
922160	43550	Fire Departments - Not Otherwise Classified		
922160	43551	Fire Departments - volunteer		
561790	94304	Fire Extinguishers - servicing, refilling or testing		
332919, 332999	53147	Fire Extinguishers Manufacturing		
561790, 238220	94381	Fire Suppression Systems - installation, servicing or repair		
332919, 314999	53229	Fire Suppression Systems Manufacturing		
332994, 332995	53271	Firearms Manufacturing		
238990, 562910	94404	Fireproofing - structures		
488991, 488999,	94617	Freight Forwarders or Handlers - Not Otherwise Classified		
488510, 488210				
488991, 488510,	94638	Freight Forwarders or Handlers - packing, handling or shipping explosives or		
541614		ammunition under contract		
454319, 424720	13204	Fuel Oil or Kerosene Dealers		
454319, 424720	13205	Fuel Oil or Kerosene Distributors		
713210	43990	Gambling – casinos		
721120, 713210	43991	Gambling - incidental to other operations		
221210	95306	Gas Companies - natural gas - local distribution		
221210	95305	Gas Companies - Not Otherwise Classified		
454312, 221210	13410	Gas Dealers – LPG		
424720	13411	Gas Dealers or Distributors		
454312, 221210	13412	Gas Distributors – LPG		
		Gas Mains or Connections Construction		
237110, 237120, 237130	95310	Gas Mains of Connections Construction		
325120, 324110	53904	Gas Manufacturing - primarily flammable, explosive or reactive		
325120, 324110	53905	Gas Manufacturing - primarily toxic or presenting a health hazard		
325120, 324110	53901	Gas Manufacturing - toxic and either flammable, explosive or reactive		
424720	53907	Gasoline Distributors		
921190	44108	Governmental Subdivisions - not federal or state - Counties or Parishes -		
021100	11100	Population under 10,000		
921190	44109	Governmental Subdivisions - not federal or state - Counties or Parishes -		
		Population 10,001-25,000		
921190	44110	Governmental Subdivisions - not federal or state - Counties or Parishes -		
		Population 25,001-50,000		
921190	44111	Governmental Subdivisions - not federal or state - Counties or Parishes -		
		Population 50,001-100,000		
921190	44112	Governmental Subdivisions - not federal or state - Counties or Parishes - Population 100,001-250,000		
921190	44113	Governmental Subdivisions - not federal or state - Counties or Parishes -		
521100	44110	Population over 250,000		
921190, 922120	44100	Governmental Subdivisions - not federal or state - Municipalities – boroughs, cities,		
		towns, townships, villages, etc Population under 2,500		
921190	44101	Governmental Subdivisions - not federal or state - Municipalities – boroughs, cities,		
	_	towns, townships, villages, etc Population 2,501-10,000		
921190	44102	Governmental Subdivisions - not federal or state - Municipalities - boroughs, cities,		
		towns, townships, villages, etc Population 10,001-25,000		
921190	44103	Governmental Subdivisions - not federal or state - Municipalities - boroughs, cities,		
		towns, townships, villages, etc Population 25,001-50,000		
921190	44104	Governmental Subdivisions - not federal or state - Municipalities – boroughs, cities,		
		towns, townships, villages, etc Population 50,001-100,000		
921190	44105	Governmental Subdivisions - not federal or state - Municipalities – boroughs, cities,		
		towns, townships, villages, etc Population 100,001-250,000		
921190	44106	Governmental Subdivisions - not federal or state - Municipalities – boroughs, cities,		
000440 000040	44400	towns, townships, villages, etc Population over 250,000		
622110, 622310	44436	Health Care Facilities - hospitals - (Not For Profit)		
622110, 622210,	44435	Health Care Facilities - hospitals - (For Profit)		

622310				
333415, 333618,	55011	Heating Equipment Mfg - electric		
335129, 335999				
NAICS Codes	ISO Code:	Class Definition (all coverages unless otherwise noted):		
333414	55012	Heating Equipment Mfg - fuel oil or kerosene		
333414	55013	Heating Equipment Mfg - gas or liquified petroleum gas		
721110, 721120,	45191	Hotels and Motels - with pools or beaches - four stories or more		
721191, 721199				
721110, 721120,	45193	Hotels and Motels - without pools or beaches - four stories or more		
721191				
925110	64500	Housing Projects - federal, state, local		
517110, 518111	47600	Internet Access Providers		
517110, 518111	47610	Internet Service Providers		
541380	97002	Laboratories - research, development or testing (For-Profit)		
541380 221	97003	Laboratories - research, development or testing (Not-For-Profit)		
221	45523 45524	Lakes or Reservoirs - existence hazard only (For-Profit) Lakes or Reservoirs - existence hazard only (Not-For-Profit)		
56191	15070	Mail Box or Packaging Stores		
712110, 712120	46427	Museums - (Not For Profit) (Including Historical Sites, monuments, etc.)		
712110, 712120	46426	Museums - (For Profit) (Including Historical Sites, monuments, etc.)		
313221, 314991	57411	Net Manufacturing - safety nets		
7224	15656	Nightclubs, Caberets and Comedy Clubs		
211111, 211112	98150	Oil or Gas Lease Operations - natural gas		
213111, 213112	98151	Oil or Gas Lease Operations - natural gas - within the limits of any town or city, on		
		the right-of-way of any railroad, or in any ocean, gulf or bay		
324110	15733	Oil Refineries		
237120, 237110, 237130	98423	Pipeline Construction - gas		
237110, 237120, 237130	98425	Pipeline Construction - oil		
486210	98427	Pipelines - operation - gas		
486110, 486910	98429	Pipelines - operation - oil		
813940	46822	Political Campaign Headquarters or Offices		
51112, 51113	58456	Publishers – books or magazines (For Profit)		
51112, 51113	58457	Publishers – books or magazines (Not For Profit)		
511110	58458	Publishers – newspapers (For Profit)		
511110	58459	Publishers – newspapers (Not For Profit)		
711212	46913	Race Tracks - motorized vehicles - (lessor's risk only)		
711212, 711219	46911	Race Tracks - motorized vehicles - operators		
711310, 711212	46915	Race Tracks - motorized vehicles (sponsor's risk only)		
711212, 711219	46912	Race Tracks - Not Otherwise Classified - operators		
711212	46914	Racing - Not Otherwise Classified - (lessor's risk only)		
711310	46916	Racing - Not Otherwise Classified - (sponsor's risk only)		
515111, 515112, 515120	98597	Radio or TV Broadcasting Stations (For Profit)		
515111, 515112, 515120	98598	Radio or TV Broadcasting Stations (Not For Profit)		
482111, 485112	98622	Railroads - operation and maintenance - with BI passenger hazard		
531311, 531390, 531312	47052	Real Estate Property Managed		
611310, 611110	67508	Schools - colleges, universities, junior colleges or college prep - (for-Profit)		
611310, 611110	67509	Schools - colleges, universities, junior colleges or college prep - (not-for-Profit)		
561612, 561611,	98751	Security and Patrol Agencies		
561613				
221320	48039	Sewers		
531120	67634	Shopping Centers - indoor malls - buildings or premises not occupied by the		
		insured (lessor's risk only)		

711219	48610	Sports or Outdoor Activities – commercially operated
NAICS Codes	ISO Code:	Class Definition (all coverages unless otherwise noted):
711211, 531120,	48637	Stadiums - operated by the insured (For-Profit)
711310, 711320,		
711410		
711211, 531120,	48638	Stadiums - operated by the insured (Not-For-Profit)
711310, 711320,		
711410		
488490	48727	Streets, Roads, Highways or Bridges - existence and maintenance hazard only
236210, 237990	99445	Subway Construction
334210, 334220	59695	Telecommunication Equipment Manufacturing
334290	18575	Telecommunications Equipment Providers
517110	99600	Telecommunications Service Providers
711110, 711130	49185	Theaters - (Not For Profit)
711110, 711130	49184	Theaters - (For Profit)
512131	49183	Theaters - motion pictures
488490, 488390	49292	Toll Bridges
561520	49333	Travel Agency Tours
237990, 237310	99798	Tunneling
236210	99803	Underpinning Buildings or Structures
221310	99943	Water Companies
4832, 488310,	49800	Wharf and Waterfront Property - ferry docks or terminals
488320		
531120	49802	Wharf and Waterfront Property - not occupied by the insured (lessor's risk only)
488310, 488320	49801	Wharf and Waterfront Property - occupied by the insured for both freight and
		passenger purposes
488310, 488320	49803	Wharf and Waterfront Property - occupied by the insured for freight purposes exclusively
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# Cincinnati Insurance Companies

# California

Cyber Risk

## **Objection Response**

The following objections have been forwarded to me. Responses are below.

# 1. Countrywide premium subject to Prop 103 does not match with the figures in the annual statement (NAIC code 2445, Cincinnati Ins Grp) for all three years.

Exhibits 3.1, 3.2, 4.1, and 4.2 have been revised to include calendar year 2017. Countrywide premium subject to Prop 103 matches our premium on the Cincinnati Insurance Group IEE's for lines subject to Prop 103.

# 2. Countrywide premium NOT subject to Prop 103 does not match with the figures in the annual statement (NAIC code 2445, Cincinnati Ins Grp) for years 2016 and 2014.

Exhibits 3.1, 3.2, 4.1, and 4.2 have been revised to include calendar year 2017. Countrywide premium NOT subject to Prop 103 matches our premium on the Cincinnati Insurance Group IEE's for lines NOT subject to Prop 103.

# 3. Total advertising does not match with the figure in the annual statement (NAIC code 2445, Cincinnati Ins Grp) for year 2014.

The Total Advertising line on Exhibit 4.1 has been revised to include calendar year 2017. The amounts match the amount on the Cincinnati Insurance Group IEE's.

Rick Workman, ACAS, MAAA Commercial Lines Actuary

## THE CINCINNATI INSURANCE COMPANIES CYBER RISK FORMS FILING MEMORANDUM

The Cincinnati Insurance Companies are proposing to introduce Cincinnati Data Defender™ Coverage to our product portfolio.

### Cincinnati Data Defender™ Coverage Form - HC 102 and ML 102

#### **Description of Coverage**

The Data Defender Coverage Part provides coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" or "personally sensitive information" of "affected individuals".

"Affected individuals" are any persons whose "personally identifying information" or "personally sensitive information" has been compromised in a "personal data compromise".

The Data Defender Coverage Part is in three sections. The first section, Response Expenses coverage, includes the following coverage components:

- 1. Forensic IT Review Coverage for the cost to hire outside computer experts to determine the nature and extent of the breach. Refer to the Data Defender Coverage Rate Table for sublimits.
- 2. Legal Review Coverage for the cost to obtain professional legal advice. Refer to the Data Defender Coverage Rate Table for sublimits.
- **3.** Notification to Affected Individuals Coverage for reimbursement of expenses associated with the notification of those whose personal information was breached.
- 4. Services to Affected Individuals Coverage for the cost of providing services (packet of informational materials, toll-free help line, one year of credit monitoring and identity restoration case management) to affected individuals for 12 months from the date of the notice.
- 5. Public Relations Services Coverage for the cost to implement public relations recommendations of a professional public relations firm. This may include advertising and special promotions designed to retain the relationship with affected individuals. Refer to the Data Defender Coverage Rate Table for sublimits.

The second section, Defense and Liability coverage, supplements the program by providing coverage for defense and settlement costs in the event that the insured is sued because of a "personal data compromise".

The third section, Identity Recovery (IDR) coverage, provides coverage for Identity Recovery caused by an "identity theft" of an "identity recovery insured" first discovered during the policy period.

Coverage includes Expense Reimbursement and Case Management Service.

The Cincinnati Insurance Companies are proposing to introduce Cincinnati Network Defender™ Coverage to our product portfolio.

### Cincinnati Network Defender<sup>™</sup> Coverage Form - HC 103 and ML 103

**Description of Coverage** (see Coverage Part for exact description, limitations)

The Network Defender Coverage Part is comprised of two coverage components - first party Computer Attack coverage and third party Network Security and Electronic Media Liability coverage.

**Computer Attack Coverage** consists of the following coverage components:

- 1. Data Restoration Costs Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- 2. Data Re-creation Costs Coverage for the cost of a professional firm hired by the insured to research, re-create and replace lost or corrupted data from non-electronic sources.
- **3.** System Restoration Costs Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- 4. Loss of Business Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of 50% of the Computer Attack Limit.
- 5. Public Relations Services Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of 50% of the Computer Attack Limit.
- 6. Cyber Extortion provides coverage for the cost of an investigator retained in connection with the extortion threat and coverage for any amount paid by the insured in response to the threat. Subject to a sublimit of \$10,000 when the computer attack limit is \$100,000 and a \$25,000 sublimit when the computer attack limit is \$250,000 or higher. Discovery of the threat must occur during the policy period.

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Network Security and Electronic Media Liability Coverage provides coverage for:

- 1. The breach of third party business information
- 2. The unintended propagation or forwarding of malware
- 3. The unintended abetting of a denial of service attack
- 4. Enumerated personal injury offenses arising from websites and email

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security and Electronic Media Liability coverage.

The Network Security and Electronic Media Liability limit is separate from that afforded under the Computer Attack coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

The coverage will be defense within the limits.

The Cincinnati Insurance Companies are proposing to introduce Cincinnati Cyber Defense™ Coverage to our product portfolio.

### Cincinnati Cyber Defense<sup>™</sup> Coverage Form - HC 104 and ML 104

#### **Description of Coverage**

The Cyber Defense coverage is comprised of seven coverage components - Response Expenses, Computer Attack, Cyber Extortion, Identity Recovery, Data Compromise Liability, Network Security Liability and Electronic Media Liability.

**Insuring Agreement A - Response Expenses Coverage** provides coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" or "personally sensitive information" of "affected individuals". "Affected individuals" are any persons whose "personally identifying information" or "personally sensitive information" are personally identifying information."

Response Expenses Coverage includes the following coverage components:

- 1. Forensic IT Review Coverage for the cost to hire outside computer experts to determine the nature and extent of the breach.
- 2. Legal Review Coverage for the cost to obtain professional legal advice.
- **3.** Notification to Affected Individuals Coverage for reimbursement of expenses associated with the notification of those whose personal information was compromised.
- 4. Services to Affected Individuals Coverage for the cost of providing services (packet of informational materials, toll-free help line, one year of credit monitoring and identity restoration case management) to affected individuals for 12 months from the date of the notice.
- **5.** Public Relations Services Coverage for the cost to implement public relations recommendations of a professional public relations firm. This may include advertising and special promotions designed to retain the relationship with affected individuals.

**Insuring Agreement B - Computer Attack Coverage** provides coverage for specified expenses arising from a "computer attack" on the "computer system".

Computer Attack Coverage consists of the following coverage components:

- 1. Data Restoration Costs Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- 2. Data Re-creation Costs Coverage for the cost of a professional firm hired by the insured to research, re-create and replace lost or corrupted data from non-electronic sources.
- **3.** System Restoration Costs Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- 4. Loss of Business Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place.
- 5. Public Relations Services Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response.

Discovery of the attack must occur during the policy period.

**Insuring Agreement C - Cyber Extortion Coverage** provides coverage for the cost of an investigator retained in connection with the extortion threat and coverage for any amount paid by the insured in response to the threat.

Discovery of the threat must occur during the policy period.

**Insuring Agreement D** - **Identity Recovery** provides coverage for Identity Recovery caused by an "identity theft" of an "identity recovery insured" first discovered during the policy period.

Coverage includes Expense Reimbursement and Case Management Service.

**Insuring Agreement E - Data Compromise Liability Coverage** supplements Response Expenses Coverage by providing coverage for defense and settlement costs in the event the insured is sued because of a "personal data compromise". Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits. The coverage is available only if Insuring Agreement A is purchased and the Limit of Liability must match that of Insuring Agreement

A. Coverage is also included for:

- 1. Regulatory Fines and Penalties Coverage for the cost of any fine or penalty imposed under state or federal law as well as defense expenses, to the extent such fine or penalty is legally insurable.
- 2. Payment Card Industry Fines and Penalties Coverage for the cost of any PCI fine or penalty imposed under contract to which the insured is a party.

**Insuring Agreement F** - **Network Security Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured because of a "network security incident".

A "network security incident" may be:

- 1. The breach of third party business information
- 2. The unintended propagation or forwarding of malware
- **3.** The unintended abetting of a denial of service attack
- 4. The inability of an authorized third party user to access the insured's computer system

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

**Insuring Agreement G - Electronic Media Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured alleging that the insured's electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark.

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

#### **Additional Insured Endorsements**

1. Additional Insured - Grantor of Franchise - HC 4132

This endorsement is used to add a franchisor to a franchisee's Cyber Risk coverage form as an additional insured. It applies to all three Cyber Risk coverage forms (Cyber Defense, Data Defender and Network Defender).

2. Additional Insured - HC 4131

This endorsement is used to add any other entity other than a franchisor to a Cyber Risk coverage form as an additional insured. It applies to all three Cyber Risk coverage forms (Cyber Defense, Data Defender and Network Defender).

### **Supplemental Extended Reporting Period Endorsements**

If the event of cancellation or nonrenewal, the Named Insured has the right, upon payment of an additional premium to buy a Supplemental Extended Reporting Period endorsement.

This applies only to:

Insuring Agreement B - Defense and Liability Coverage of the Data Defender Coverage Form;

Insuring Agreement B - Network Security Liability Coverage of the Network Defender Coverage Form; and

Insuring Agreements E - Data Compromise Liability, F - Network Security Liability and G - Electronic Media Liability of the Cyber Defense Coverage Form.

Use Supplemental Extended Reporting Period Endorsement **HC 455** with the Data Defender Coverage Part and the Network Defender Coverage Part.

Use Supplemental Extended Reporting Period Endorsement **HC 456** with the Cyber Defense Coverage Part.

# The Cincinnati Insurance Companies Data Defender Coverage Rate Filing Memorandum

The Cincinnati Insurance Companies are proposing to introduce Data Defender Coverage to our product portfolio. The rates for this product have been developed in the absence of credible data specific to the applicable coverages. The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges primarily from publicly available data about events that would be covered by this program; various studies conducted by the U.S. Government Accountability Office, Ponemon Group, and Gartner; and a recent study commissioned by the Federal Trade Commission (FTC).

Our Data Defender coverage is comprised of three coverage components – first party Response Expenses coverage, third party Defense and Liability coverage and Identity Recovery coverage.

### I. Response Expenses Coverage

Our Response Expenses coverage includes \$50,000 of Named Malware coverage and the following additional coverage components:

- Forensic IT Review Coverage for the cost to hire outside computer experts to determine the nature and extent of the breach.
- Legal Review Coverage for the cost to obtain professional legal advice.
- Notification to Affected Individuals Coverage for reimbursement of expenses associated with the notification of those whose personal information was compromised.
- Services to Affected Individuals Coverage for the cost of providing services (Packet
  of informational materials, Toll-free help line, One year of credit monitoring and Identity
  restoration case management) to affected individuals for 12 months from the date of
  the notice.
- Public Relations Services Coverage for the cost to implement public relations recommendations of a professional public relations firm. This may include advertising and special promotions designed to retain the relationship with affected individuals.
- Regulatory Fines and Penalties Coverage for the cost of any fine or penalty imposed under state and federal law, to the extent such fine or penalty is legally insurable.
- Payment Card Industry (PCI) Fines and Penalties Coverage for the cost of any PCI fine or penalty imposed under contract to which the insured is a party.

### **Rate Development**

Frequency was developed from a recent U.S. Census Data and various public accounts. Severities were calculated using data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner. This was supplemented by research conducted with agents, small commercial entities, and the National Center for Educational Statistics (which cites data from the U.S. Department of Education).

The following factors were used to develop the Response Expenses loss costs:

### \$50,000 Limit

Tier	1	2	3	4	5
Frequency	0.1660%	0.2470%	0.3180%	0.5510%	0.8490%
Severity	\$22,400	\$26,000	\$27,500	\$29,780	\$32,000
Loss Cost	\$37.18	\$64.22	\$87.45	\$164.09	\$271.68

### \$100,000 Limit

Tier	1	2	3	4	5
Frequency	0.1660%	0.2470%	0.3180%	0.5510%	0.8490%
Severity	\$35,300	\$40,100	\$42,800	\$46,220	\$56,060
Loss Cost	\$58.60	\$99.05	\$136.10	\$254.67	\$475.95

# The Cincinnati Insurance Companies Data Defender Coverage Rate Filing Memorandum

### \$250,000 Limit

Tier	1	2	3	4
Frequency	0.1660%	0.2470%	0.3180%	0.5510%
Severity	\$56,600	\$81,800	\$87,380	\$89,000
Loss Cost	\$93.96	\$202.05	\$277.87	\$490.39

#### \$500,000 Limit

Tier	1- 3
Frequency	0.3180%
Severity	\$141,700
Loss Cost	\$450.61

### \$1,000,000 Limit

Tier	1- 3
Frequency	0.3180%
Severity	\$200,000
Loss Cost	\$636.00

Tier 1: Businesses whose primary personal information is relative to employees

Tier 2: Businesses that keep financial or account number information on individual customers but do not keep customers' Social Security numbers

Tier 3: Businesses with customers' Social Security numbers.

**Tier 4: Educational Institutions** 

Tier 5: Municipalities

### II. Defense and Liability Coverage

The second coverage section provides Defense and Liability Coverage which supplements the program by providing coverage for defense and settlement costs in the event that an "affected individual," whose personal information has been breached by the insured, brings an action against the insured.

### Rate Development

Frequency was developed from a recent U.S. Census Data and various public accounts. Severities were calculated using data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner. This was supplemented by research conducted with agents, small commercial entities, and the National Center for Educational Statistics (which cites data from the U.S. Department of Education).

A nationwide search of data breach related court cases returned no statistically relevant data. There are also breaches that result in settlements prior to resulting in a court action. There is no repository that identifies these often private settlements. Therefore the loss costs were derived using our best estimate to select frequency and severity.

Severity is mainly a function of the volume of data breached. The larger the number of records breached, the larger the number of affected individuals that may bring an action against the insured. Such actions against an insured can result in three potential outcomes: settlement, motion to dismiss, or a verdict.

## The Cincinnati Insurance Companies Data Defender Coverage Rate Filing Memorandum

We recognized that legal fees can vary greatly by geography, and we estimated an appropriate cost to achieve a motion to dismiss. This may represent the minimum costs involved to address a dispute. It is anticipated that the majority of actions will result in an out of court settlement.

The following factors were used to develop the Defense and Liability loss costs:

### \$50,000 Limit

Tier	1	2	3	4	5
Frequency	0.0664%	0.0988%	0.1272%	0.2204%	0.3396%
Severity	\$21,000	\$26,000	\$26,000	\$29,500	\$32,300
Loss Cost	\$13.94	\$25.69	\$33.07	\$65.02	\$109.69

### \$100,000 Limit

Tier	1	2	3	4	5
Frequency	0.0664%	0.0988%	0.1272%	0.2204%	0.3396%
Severity	\$37,000	\$40,000	\$42,000	\$46,000	\$56,000
Loss Cost	\$24.57	\$39.52	\$53.42	\$101.38	\$190.18

### \$250,000 Limit

Tier	1	2	3	4
Frequency	0.0664%	0.0988%	0.1272%	0.2204%
Severity	\$58,000	\$82,000	\$88,000	\$89,000
Loss Cost	\$38.51	\$81.02	\$111.94	\$196.16

### \$500,000 Limit

Tier	1- 3
Frequency	0.1272%
Severity	\$142,000
Loss Cost	\$180.62

### \$1,000,000 Limit

Tier	1- 3
Frequency	0.1272%
Severity	\$200,500
Loss Cost	\$255.04

## III. Identity Recovery Coverage (IDR)

Since this is our initial offering of this coverage component, the proposed rates and rules reflect our research and are our best evaluation of the identity theft exposure. According to a recent study commissioned by the Federal Trade Commission, 90% of "All ID Theft" out of pocket expenses are \$1,200 or less. With a \$250 deductible, this equates to a net severity of \$950. While we do not have significant experience with this coverage, we believe that the availability of case management restoration services will reduce this severity to approximately \$175. The same FTC-commissioned report suggests a frequency of 3.7%. Thus, our loss content is expected to be \$6.50. Loss-related expenses (toll-free help-line and case management service) are expected to be \$3.50, resulting in a total loss cost of \$10.00.

## IV. Factor for insureds holding more than 25,000 personal records

Our base premiums for Data Defender coverage contemplate an insured holding up to 25,000 personal records. If they exceed 25,000 records, we estimated that number as 30,000 and computed the modifying factor as 1.2 (30,000 / 25,000).

### Expense & Profit Load

Lastly, we applied our expense and profit load of 30% to arrive at our gross premiums.

# The Cincinnati Insurance Companies Network Defender Coverage Rate Filing Memorandum

The Cincinnati Insurance Companies are proposing to introduce Network Defender Coverage to our product portfolio. This product includes coverages that address damage to data and systems from a computer attack and the liability that may arise from insufficient systems security.

The rates for this product have been developed in the absence of credible data specific to the applicable coverages. The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges primarily from publicly available data about events that would be covered by this program; various studies conducted by the Computer Security Institute Computer Crime and Security Survey, Ponemon Group, Graziado Business Review, National Cyber Security Alliance and Symantec; and expert elicitation.

Our Network Defender coverage comprises two coverage components: first party Computer Attack coverage and third party Network Security Liability coverage. These two coverage components are independent and can be offered separately or together.

## I. Computer Attack Coverage

This first party coverage is triggered by the insured's discovery that a computer attack has affected a computer system owned or leased by the insured and under the insured's control.

A computer attack may be:

- A hacking event or other instance of an unauthorized person gaining access to the computer system
- An attack against the system by a virus or other malware
- A denial of service attack against the insured's system

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Computer Attack Coverage consists of the following coverage components:

- Data Restoration Costs Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- Data Recreation Costs Coverage for the cost of a professional firm hired by the insured to research, recreate and replace lost or corrupted data from non-electronic sources.
- System Restoration Costs Coverage for the cost of a professional firm hired by the insured to
  restore its computer system to its pre-attack level of functionality by replacing or reinstalling
  software, removing malicious code and correcting the configuration of the insured's computer
  system.
  - Loss of Business Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of 50% of the Computer Attack coverage limit.
  - Public Relations Services Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of 50% of the Computer Attack coverage limit.
- Cyber Extortion Coverage for the cost of an investigator retained in connection with the extortion threat and coverage for anyamount paid by the insured in response to the threat.

### Rate Development

Frequency was derived from data gathered from the 2011 Computer Security Institute Computer Crime and Security Survey and from the HSB/Ponemon survey. Severities were calculated for three of the subcoverages (data restoration, data recreation and systems restoration) using data drawn from the HSB/Ponemon survey and from the 2003 Graziado Business Review which were then combined with dollar amounts that represented the costs of repairing various kinds of covered damages. These costs were obtained from a variety of IT repair resources, including surveys and published rates.

# The Cincinnati Insurance Companies Network Defender Coverage Rate Filing Memorandum

Limit	\$50,000	\$100,000	\$250,000	\$500,000	\$1,000,000
Frequency	.200%	.200%	.101%	.101%	.101%
Severity	\$37,500	\$49,500	\$174,000	\$264,000	\$305,500
Loss Cost	\$75.00	\$99.00	\$175.74	\$266.64	\$308.56

The following factors were used to develop the Computer Attack and Cyber Extortion loss costs:

## II. Network Security and Electronic Media Liability Coverage

This third party coverage is triggered by the insured's receipt of notice of a network security liability suit. The network security liability suit can be a civil action, an alternate dispute resolution proceeding or a written demand for money. The network security liability suit must be initiated by a third party who alleges that a systems security failure on the part of the insured allowed one or more of the following to happen:

- The breach of third party business information
- The unintended propagation or forwarding of malware
- The unintended abetting of a denial of service attack

Electronic Media Liability – Coverage is provided for defense and settlement costs in the event that a third party claimant sues the insured alleging that the insured's electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark.

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security and Electronic Media Liability coverage.

The Network Security and Electronic Media Liability limit is separate from that afforded under the Computer Attack Coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. The coverage is defense within the limits.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

### **Rate Development**

Frequency for each of the kinds of disputes that are covered was based on how often these disputes arose in the public realm and were adjudicated. HSB began with an initial frequency for each of the coverages. For example, a dispute about the transmission of malware always begins with the insured itself suffering a malware attack; a dispute about the insured's participation in a denial of service attack also always begins with the insured itself suffering a malware attack; and a dispute about a breach of third party business information always begins with such a breach. A frequency for each of these initial events was obtained from the Ponemon and Computer Security Institute surveys and from a 2012 survey conducted by the National Cyber Security Alliance and Symantec.

HSB interviewed several lawyers that focus their practices in the cyber area and asked them to quantify, for each kind of dispute, how much it costs to take it to summary judgment, what percentage of disputes go beyond summary judgment, how much it costs to take the dispute to trial, etc. This expert elicitation process produced the severity estimates.

The following factors were used to develop the Network Security and Electronic Media Liability loss costs:

Limit	\$50,000	\$100,000	\$250,000	\$500,000	\$1,000,000
Frequency	.171%	.171%	.165%	.165%	.165%
Severity	\$32,750	\$41,500	\$85,400	\$112,800	\$124,000
Loss Cost	\$56.00	\$70.97	\$140.91	\$186.12	\$204.60

### Expense & Profit Load

Lastly, we applied our expense and profit load of 30% to arrive at our gross premiums.

The Cyber Defense coverage is comprised of seven coverage components – Response Expenses, Computer Attack, Cyber Extortion, Identity Recovery, Data Compromise Liability, Network Security Liability and Electronic Media Liability.

The rates for this program have been developed in the absence of data specific to this coverage. No credible data exists today for the exposure covered by this new coverage. The Hartford Steam Boiler Inspection and Insurance Company (HSB) developed these charges primarily from publicly available data about events that would be covered by this program; various studies conducted by the U.S. Government Accountability Office, Ponemon Group, and Gartner; and expert elicitation.

**Insuring Agreement A - Response Expenses Coverage** provides coverage for specified expenses arising from a personal data compromise involving personally identifying information of affected individuals. Affected individuals may be customers, clients, members, directors or employees of the insured entity.

Discovery of the breach must occur during the policy period.

**Insuring Agreement B - Computer Attack Coverage** provides coverage for specified expenses arising from a computer attack on the computer system.

Discovery of the attack must occur during the policy period.

**Insuring Agreement C - Cyber Extortion Coverage** provides coverage for the cost of an investigator retained in connection with the extortion threat and coverage for any amount paid by the insured in response to the threat.

Discovery of the threat must occur during the policy period.

**Insuring Agreement D - Identity Recovery** provides coverage for Identity Recovery caused by an identity theft of an identity recovery insured first discovered during the policy period.

Coverage includes expense reimbursement and case management service.

**Insuring Agreement E - Data Compromise Liability Coverage** supplements Response Expenses Coverage by providing coverage for defense and settlement costs in the event that affected individuals or a government entity sue the insured because of a personal data compromise.

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits. The coverage is available only if Insuring Agreement A is purchased and the limit of liability must match that of Insuring Agreement A.

**Insuring Agreement F - Network Security Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured because of a network security incident.

A network security incident may be:

- The breach of third party business information
- The unintended propagation or forwarding of malware
- The unintended abetting of a denial of service attack
- The inability of an authorized third party user to access the insured's computer system

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

**Insuring Agreement G - Electronic Media Liability Coverage** provides coverage for defense and settlement costs in the event that a third party claimant sues the insured alleging that the insured's electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark.

Only the limit in force during the policy period when notice of the suit was first received by the insured will apply. Receipt of notice of the suit must occur during the policy period. The coverage will be defense within the limits.

We have packaged the components of our Cyber Defense coverage into the following combinations:

- Insuring Agreements A & D
- Insuring Agreements B & C
- Insuring Agreement E
- Insuring Agreements F & G

### Premium Development – Insuring Agreements A & D

### **Base Rates by Annual Revenue**

Base rates were developed in a two step approach:

1. We developed a Response Expenses loss cost for the \$1,000,000 limit using the following factors:

Limit	\$1,000,000		
Frequency	.247%		
Severity	\$278,800		
Loss Cost	\$688.64		

Frequency was developed from a recent U.S. Census Data and various public accounts. Severities were calculated using data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner. This was supplemented by research conducted with agents, small commercial entities, and the National Center for Educational Statistics (which cites data from the U.S. Department of Education).

According to a recent study commissioned by the U.S Department of Justice Victims of Identity Theft-2014, 82.5% of total financial loss due to identity theft losses are \$1,000 or less. We believe that the availability of case management restoration services will reduce this severity to approximately \$18. The same DOJ report suggests a frequency of 7.0%. Thus, our loss content is expected to be \$1.23. Loss related expenses (toll-free help-line and case management services) are expected to be \$3.00, resulting in a total IDR loss cost of \$4.23.

We added the loss costs together and applied our expense and profit load of 30% to arrive at our gross premium of \$990.

2. We applied revenue band factors based on competitor filings to generate the gross rates for the remainder of the revenue bands.

#### **Increased Limits by Industry Hazard Factors**

Based upon the insured's occupancy code, a hazard factor will be used to modify the base rate. The hazard factors were derived based on a review of competitor filings and expert elicitation.

### Hazard Class 6 Risk Modifiers

The base rate for each Hospital and Nursing Home candidate for the Response Expenses coverage will be further modified based upon number of beds.

The modification factors were derived based on publicly available data pertaining to the average distribution of beds for Hospitals and Nursing Homes.

### **Limit Factors**

The development of the Response Expenses Coverage contemplated two limit packages for the applicable coverage components. For a more customizable product, separate Limit Factors were added for Forensic IT Review; Legal Review; Regulatory Fines and Penalties; and Payment Card Industry Fines and Penalties. The modified base rate will be further multiplied by the applicable limit factors, which were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

### **Deductible Factors**

The modified base rate will be further multiplied by the applicable deductible factor. The deductible factors were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

### Individual Risk Modifier

The modified base rate will be further modified by the application of a factor based on the individual risk characteristics of the candidate for coverage. The individual risk modifier will be an aggregate factor calculated based on the candidate's response to application questions.

### Premium Development – Insuring Agreements B & C

### Base Rates by Annual Revenue

Base rates were developed in a two step approach:

1. We developed a loss cost for the \$1,000,000 limit using the following factors:

Limit	\$1,000,000		
Frequency	.101%		
Severity	\$622,500		
Loss Cost	\$628.73		

Frequency was derived from data gathered from the 2011 Computer Security Institute Computer Crime and Security Survey and from the HSB/Ponemon survey. Severities were calculated for three of the sub-coverages (data restoration, data recreation and systems restoration) using data drawn from the HSB/Ponemon survey and from the 2003 Graziado Business Review which were then combined with dollar amounts that represented the costs of repairing various kinds of covered damages. These costs were obtained from a variety of IT repair resources, including surveys and published rates.

We also drew upon data from a Carnegie Mellon University research thesis; a 2014 Fox IT CryptoLocker Ransomware Intelligence Report; a 2014 Dell SecureWorks Ransomware Threat Analysis; and several media reports about various instances of cyber extortion.

We applied our expense and profit load of 30% to arrive at our gross premium of \$898.

2. We applied revenue band factors based on competitor filings to generate the gross rates for the remainder of the revenue bands.

### **Industry Hazard Factors**

Based upon the insured's occupancy code, a hazard factor will be used to modify the base rate. The hazard factors were derived from the Ponemon 2013 Cost of Cyber Crime Study.

#### **Increased Limit Factors**

Limits up to \$10,000,000 are available, and the modified base rate will be further adjusted by the application of increased limit factors.

These factors were derived from data drawn from the HSB/Ponemon survey and from the 2003 Graziado Business Review.

### **Limit Factors**

We have provided additional Cyber Extortion Limit Factors to expand the eleven limit packages developed for Insuring Agreements B & C.

The modified base rate will be further multiplied by the applicable limit factors, which were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

#### **Deductible Factors**

The modified base rate will be further multiplied by the applicable deductible factor. The deductible factors were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

### Individual Risk Modifier

The modified base rate will be further modified by the application of a factor based on the individual risk characteristics of the candidate for coverage. The individual risk modifier will be an aggregate factor calculated based on the candidate's response to application questions.

### Premium Development – Insuring Agreement E

### **Base Rates by Annual Revenue**

Base rates were developed in a two step approach:

1. We developed a loss cost for the \$1,000,000 limit using the following factors:

Limit	\$1,000,000		
Frequency	.0988%		
Severity	\$419,000		
Loss Cost	\$413.97		

Frequency was developed from a recent U.S. Census Data and various public accounts. Severities were calculated using data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner. This was supplemented by research conducted with agents, small commercial entities, and the National Center for Educational Statistics (which cites data from the U.S. Department of Education).

Severity is mainly a function of the volume of data breached. The larger the number of records breached, the larger the number of affected individuals that may bring an action against the insured. Such actions against an insured can result in three potential outcomes: settlement, motion to dismiss, or a verdict.

We recognized that legal fees can vary greatly by geography, and we estimated an appropriate cost to achieve a motion to dismiss. This may represent the minimum costs involved to address a dispute. It is anticipated that the majority of actions will result in an out of court settlement.

We applied our expense and profit load of 30% to arrive at our gross premium of \$591.

2. We applied revenue band factors based on competitor filings to generate the gross rates for the remainder of the revenue bands.

#### **Increased Limits by Industry Hazard Factors**

Based upon the insured's occupancy code, a hazard factor will be used to modify the base rate. The hazard factors were derived based on a review of competitor filings and expert elicitation.

### Hazard Class 6 Risk Modifiers

The base rate for each Hospital and Nursing Home candidate for the Response Expenses coverage will be further modified based upon number of beds.

The modification factors were derived based on publicly available data pertaining to the average distribution of beds for Hospitals and Nursing Homes.

#### **Deductible Factors**

The modified base rate will be further multiplied by the applicable deductible factor. The deductible factors were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

#### **Claims Made Factors**

The modified base rate will be further multiplied by the applicable claims made factor. These factors were derived based on an analysis of competitor Cyber filings.

#### Individual Risk Modifier

The modified base rate will be further modified by the application of a factor based on the individual risk characteristics of the candidate for coverage. The individual risk modifier will be an aggregate factor calculated based on the candidate's response to application questions.

### Premium Development – Insuring Agreements F & G

### **Base Rates by Annual Revenue**

Base rates were developed in a two step approach:

1. We developed a loss cost for the \$1,000,000 limit using the following factors:

Limit	\$1,000,000		
Frequency	.165%		
Severity	\$334,800		
Loss Cost	\$552.42		

Frequency for each of the kinds of disputes that are covered was based on how often these disputes arose in the public realm and were adjudicated. HSB began with an initial frequency for each of the coverages. For example, a dispute about the transmission of malware always begins with the insured itself suffering a malware attack; a dispute about the insured's participation in a denial of service attack also always begins with the insured itself suffering a malware attack; and a dispute about a breach of third party business information always begins with such a breach. A frequency for each of these initial events was obtained from the Ponemon and Computer Security Institute surveys and from a 2012 survey conducted by the National Cyber Security Alliance and Symantec.

HSB interviewed several lawyers that focus their practices in the cyber area and asked them to quantify, for each kind of dispute, how much it costs to take it to summary judgment, what percentage of disputes go beyond summary judgment, how much it costs to take the dispute to trial, etc. This expert elicitation process produced the severity estimates.

We applied our expense and profit load of 30% to arrive at our gross premium of \$789.

2. We applied revenue band factors based on competitor filings to generate the gross rates for the remainder of the revenue bands.

#### **Industry Hazard Factors**

Based upon the insured's occupancy code, a hazard factor will be used to modify the base rate. The hazard factors were derived from the Ponemon 2013 Cost of Cyber Crime Study.

#### **Increased Limit Factors**

Limits up to \$10,000,000 are available, and the modified base rate will be further adjusted by the application of increased limit factors.

These factors were derived from data drawn from the HSB/Ponemon survey and from the 2003 Graziado Business Review.

#### **Limit Factors**

We have provided additional Electronic Media Liability Limit Factors to expand the eleven limit packages developed for Insuring Agreements F & G.

The modified base rate will be further multiplied by the applicable limit factors, which were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

#### **Deductible Factors**

The modified base rate will be further multiplied by the applicable deductible factor. The deductible factors were derived based on data drawn from the U.S. Government Accountability Office, Ponemon Group, and Gartner.

### **Claims Made Factors**

The modified base rate will be further multiplied by the applicable claims made factor. These factors were derived based on an analysis of competitor Cyber filings.

### Individual Risk Modifier

The modified base rate will be further modified by the application of a factor based on the individual risk characteristics of the candidate for coverage. The individual risk modifier will be an aggregate factor calculated based on the candidate's response to application questions.

# Premium Calculation – Coverage for Third Party Systems

The premiums for Insuring Agreements B, C, F and G are modified by the Third Party Systems Factor which represents the aggregate risk level assessed for all third party systems, as a group subject to the definition of "computer group".

The associated factors were derived based upon expert elicitation.

SERFF Tracking #:	CNNA-131859253	State Tracking #:	19-1148;19-1148-A;19-1148-B	Company Tracking #:	CQD-IL-17-1500-CA	
State:	California		First Filing Company.	The Cincinnati Ca	sualty Company,	
TOI/Sub-TOI:	05.0 CMP Liability	05.0 CMP Liability and Non-Liability/05.0000 CMP Sub-TOI Combinations				
Product Name:	Cyber Risk					
Project Name/Number:	/Initial Cyber Filing	g				

# **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/08/2019		Supporting Document	New Prior Approval Rate Application	03/26/2019	DOI FORMS MEMO.pdf CYBER APPLICATION.xlsm (Superceded) CYBER APPLICATION- signed.pdf (Superceded) Exhibit 16 - Cyber.pdf CYBER PRIOR APP RATE TEMPLATE REVISED.xlsm CYBER PRIOR APP RATE TEMPLATE REVISED.pdf MEMO exhibit 18 rules.pdf exhibit 18 FORMS MEMO.pdf