

Contents

Coverages	1
Additional Coverages	1
Exclusions from cover	2
Limit of Liability	7
Deductible	8
Claim Requirements and Information	8
General Conditions	11
Definitions	15

Beazley Claims Service

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

NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURANCE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE REVIEW THE COVERAGE PROVIDED UNDER THIS POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

The Media, Tech, Data & Network Liability Coverage only applies if the Declarations indicate that this Coverage has been purchased.

The **insurance company** agrees with the **named insured** in consideration of the payment of, or agreement to pay, the premium and subject to all the provisions of this Policy:

Coverages

Architects and Engineers Professional Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for a **breach of professional duty** and reported in accordance with the Claim Requirements and Information section.

Pollution Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for **pollution liability** and reported in accordance with the Claim Requirements and Information section.

Media, Tech, Data & Network Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for a:

- (a) **tech services wrongful act;**
- (b) **tech product wrongful act;**
- (c) **media wrongful act;** or
- (d) **data & network wrongful act,**

and reported in accordance with the Claim Requirements and Information section.

Additional Coverages

Pre-Claims Assistance

To pay for **pre-claims assistance costs**. The decision to incur any **pre-claims assistance costs**, both in terms of whether and to what extent, shall be at the sole discretion of the **insurance company**.

Defendants Reimbursement

To reimburse the **insured** for **defendants' expenses** up to \$500 for each day in the aggregate for all **insureds** subject to a maximum amount of \$15,000 for each **claim**.

Disciplinary / Regulatory / Administrative Actions Reimbursement

To reimburse the **insured** for **disciplinary, regulatory and administrative actions expenses** up to \$30,000 in the aggregate for the **policy period**.

Reputation Management Reimbursement

To reimburse the **named insured** fifty percent (50%) of the first \$30,000 in **reputational management expenses**.

Exclusions from cover

Exclusions applicable to all Coverages

The **insurance company** will not be liable for any **loss** in connection with or resulting from any **claim**:

Contractual Assumption of Liability

arising out of, based upon or attributable to any or in any way involving any liability of others assumed by the **insured** under any contract or agreement, either oral or written, including any hold harmless or indemnity agreements.

This Exclusion will not apply to the extent the **insured**:

- (a) would have been liable in the absence of such contract or agreement; or
- (b) has contractually assumed an obligation to reimburse any person or entity for the reasonable costs of defense of an **insured's** client pursuant to any hold harmless or indemnity agreement as long as such obligation is limited to the proportionate share of the **insured's** liability for rendering **professional services**, and only upon a final adjudication in a legal proceeding of proportionate fault against the **insured**. This exception shall not apply to any immediate duty to defend assumed by the **insured**, and the **insurance company** shall have no obligation to defend the client or to pay any costs incurred by client on an ongoing or interim basis. The **insurance company** will, however, have the right, to be exercised in their sole discretion, to appoint counsel to defend both the **insured** and the client should applicable ethical rules permit such representation. If the client elects to not accept a joint defense from the **insurance company**, then this exception shall not apply.

Retroactive Date

arising out of, based upon or attributable to any act, error, omission, misstatement, misleading statement, misrepresentation, unintentional breach of contractual obligation, incident or **pollution condition** or related or continuing acts, errors or omissions, misstatement, misleading statement, misrepresentation, unintentional breach of contractual obligation or **pollution conditions** where the first such act, error or omission, misstatement, misleading statement, misrepresentation or unintentional breach of contractual obligation was committed or incident, event or **pollution condition** first occurred prior to the **retroactive date**.

Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions

arising out of, based upon or attributable to any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission, if committed by an **insured** or by others if the **insured** colluded or participated in any such conduct or activity.

However, this Policy will apply to **defense costs** incurred in defending any such **claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **insured**, or admission by the **insured**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **named insured** shall reimburse the **insurance company** for all **defense costs** incurred defending the **claim** and the **insurance company** shall have no further liability for **defense costs**.

Employment Practices, Discrimination and Harassment

arising out of, based upon or attributable to:

- (a) any policies, practices, relations, acts or omissions between the employer-employee, including any actual or alleged refusal to employ any person, or misconduct with respect to employee;
- (b) any actual or alleged discrimination or harassment. However, this Exclusion will not apply to any **claim** based upon The Americans With Disabilities Act of 1990 (ADA), as amended, or The Fair Housing Act (FHA), or any state or local versions of those acts, and arising out of the **insured's** performance of **professional services**;
- (c) any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended; or
- (d) any actual or alleged acts, errors or omissions related to any of the **named insured's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts.

Insured against Insured

brought by or on behalf of any **insured** against any other **insured**. This Exclusion will not apply to a **claim** by or on behalf of any client of the **named insured** who is an **insured** by virtue of paragraph (h) of the definition of **insured**.

Outside Interests

- (a) arising out of, based upon or attributable to any **insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **named insured**; or
- (b) brought by, on behalf of or attributable to an entity which:
 - i. is operated, managed or controlled by an **insured** or in which any **insured** has an ownership interest which cumulatively exceeds twenty-five percent (25%), or in which any **insured** is an officer or director; or
 - ii. operates, controls or manages the **named insured**, or has an ownership interest of more than fifteen percent (15%) in the **named insured**.

Prior Knowledge and Prior Notice

arising out of, based upon or attributable to:

- (a) any act, error or omission, incident, event or **pollution condition** committed or occurred prior to the **knowledge date** if any **responsible person** on or before such date knew or could have

reasonably foreseen that such act, error or omission, incident, event or **pollution condition** might be expected to be the basis of a **claim**; or

- (b) any **claim** or **circumstance** of which notice has been provided under any other policy in force prior to the inception date of this Policy.

Express Warranties, Representations, Guarantees and Promises

arising out of, based upon or attributable to:

- (a) a breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or
- (b) a demand for satisfaction of or breach of guarantee or any promises including, without limitation, cost savings, cost of construction, maximum construction price, financing, profits or return on investment.

Faulty Workmanship

only under the Architects and Engineers Professional Liability Coverage, arising out of, based upon or attributable to the cost to repair or replace any faulty workmanship performed in whole or in part by any **insured** on any construction, erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement.

Employers Liability and Workers Compensation

for, arising out of, based upon or attributable to:

- (a) **bodily injury** to any employee of the **named insured** arising out of and in the course of employment by the **named insured**;
- (b) the **named insured's** employment obligations, decisions, practices or policies as an employer; or
- (c) any obligation which the **insured** or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

Property Liability

arising out of, based upon or attributable to the **insured's** ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property including, without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

Products Liability

arising out of, based upon or attributable to the design or manufacture of any goods, products or component parts made or produced for multiple sales or mass distribution. This Exclusion will not apply to the **tech product wrongful act** under the Media, Tech, Data & Network Liability Coverage.

Transportation, Shipment or Delivery of Waste, Products or Materials

only under the Pollution Liability Coverage, arising out of, based upon or attributable to any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **professional services** are being rendered or **contracting services** are being performed.

Property Damage to Named Insured's Work and Products

only under the Pollution Liability Coverage, for any **property damage**:

- (a) to work performed by or on behalf of the **named insured** resulting from the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
- (b) to any goods or products which are sold or supplied by the **insured** or by others under license from the **insured** resulting from such goods or products or any portion thereof.

Biometric Identifiers

arising out of, based upon or attributable to the actual or alleged access to, retention of or disclosure of, or failure to obtain consent to the capture, collection, obtainment, storage, conversion, transfer, sale, sharing or dissemination, of any kind of an individual's **biometric identifier(s)**, regardless of how such identifier(s) or information is/are captured, collected, obtained, stored, converted, transferred, sold, shared or disseminated by the **insured** or any third party acting by, on behalf of or at the direction of the **insured**. For purposes of this Exclusion, **biometric identifier(s)** means any physical, physiological, biological, or behavioral characteristics of an individual, including, but not limited to, retina or iris scan, fingerprint, voiceprint, DNA, finger scan, hand scan or face geometry, or any other biometric algorithm or measurement of the foregoing which allows an individual to be uniquely identified.

Exclusions applicable to Media, Tech, Data & Network Liability Coverages

With respect to the Media, Tech, Data & Network Liability Coverages, the **insurance company** will not be liable for any **loss** in connection with or resulting from any **claim**:

Bodily Injury and Property Damage

for, arising out of, based upon or attributable to any actual or alleged **bodily injury** or **property damage**.

Contractual

with respect to cover under parts (a). or (c). of the Media, Tech, Data & Network Liability Coverage:

arising out of, based upon or attributable to any obligation the **insured** has under contract; but this Exclusion will not apply to:

- (a) the obligation to perform **tech services**;
- (b) a **claim** for misappropriation of ideas under implied contract; or
- (c) to the extent the **insured** would have been liable in the absence of such contract or agreement.

Over-Redemption

arising out of, based upon or attributable to:

- (a) any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
- (b) the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount.

Licensing Bodies & Joint Ventures

arising out of, based upon or attributable to:

- (a) the actual or alleged obligation to make licensing fee or royalty payments, or any **claim** brought by or on behalf of any intellectual property licensing bodies or organizations; or
- (b) any **claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **media material** or services provided by such independent contractor, joint venturer or venture partner.

Recall

arising out of, based upon or attributable to any costs or expenses incurred or to be incurred by the **insured** or others for the reprinting, reposting, recall, inspection, repair, replacement, removal or disposal of any **tech products, media material** or work product, including when resulting from or incorporating the results of **professional services** or **tech services**, but this Exclusion will not apply to the resulting loss of use of such **tech products, media material** or work product resulting from or incorporating the results of **tech services**.

Deceptive Business Practices, Antitrust & Consumer Protection

arising out of, based upon or attributable to any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided under part (c) of the Media, Tech, Data & Network Liability Coverage), violation of consumer protection law, false, deceptive or misleading advertising, inaccurate cost estimates or failure of goods or services to conform with any represented quality or performance, or violation of the Sherman Antitrust Act, the Clayton Act or the Robinson-Patman Act.

Electrical and Telecommunications Failure and Malfunction and Force Majeure

arising out of, based upon or attributable to:

- (a) any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **named insured's** operational control; or
- (b) fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

Intellectual Property

arising out of, based upon or attributable to:

- (a) any actual or alleged plagiarism, misappropriation of likeness, breach of confidence or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright, provided that this paragraph (a) shall not apply to any **media wrongful act** or **tech product wrongful act**;
- (b) with respect to any **data & network wrongful act**, misappropriation of any **third party information**: (i) by or on behalf of the **named insured**, or (ii) by any other person or entity if such misappropriation is done with the knowledge, consent or acquiescence of a member of the **responsible person**; or
- (c) disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date he or she became an **insured**.

Distribution of Information

arising out of, based upon or attributable to the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the **named insured**; but this Exclusion will not apply to **defense costs** incurred in defending the **insured** against allegations of unlawful audio or video recording.

Sale or ownership of securities & violation of securities laws

arising out of, based upon or attributable to the ownership, sale or purchase of, or the offer to sell or purchase, stock or other securities or the actual or alleged violation of a securities law or regulation.

Trading Losses & Loss of Money

arising out of, based upon or attributable to

- (a) any trading losses, trading liabilities or change in value of accounts;
- (b) any loss, transfer or theft of monies, securities or tangible property of the **insured** or others in the care, custody or control of the **named insured**; or
- (c) the monetary value of any transactions or electronic fund transfers by or on behalf of the **insured** which is lost, diminished, or damaged during transfer from, into or between accounts.

Infrastructure Failure

arising out of, based upon or attributable to failure or malfunction of **financial market infrastructure, digital and internet infrastructure**, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the **named insured's** direct operational control.

ERISA

arising out of, based upon or attributable to any violation of the Employee Retirement Income Security Act of 1974 or any related regulations or similar provisions of any federal, state or local law.

Governmental Actions

brought by or on behalf of any state, federal, local or foreign governmental entity in such entity's regulatory or official capacity.

Limit of Liability

The Policy Aggregate Limit of Liability is specified in the Declarations and is the maximum amount payable by the **insurance company** for all **loss** under this Policy.

The Each Claim Limit of Liability is specified in the Declarations and is the maximum amount payable by the **insurance company** for each **claim** and it is part of, and not in addition to, the Policy Aggregate Limit of Liability.

Any **loss** paid by the **insurance company** under this Policy will reduce the Limit of Liability.

Where any Sub-Limit of Liability is specified in this Policy or the Declarations, the **insurance company** will have no liability in excess of such Sub-Limit of Liability. Any Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability.

The **insurance company** will not be obligated to pay any **loss**, or to defend any **claim**, after the Limit of Liability has been exhausted, or after deposit of the Limit of Liability in a court of competent jurisdiction.

Deductible

The applicable Deductible is specified in the Declarations and the **insurance company** will be liable only for **loss** in excess of that amount.

The single largest applicable Deductible will apply to all **loss** resulting from a **related claim**.

The Deductible will be satisfied by uninsured monetary payments by the **insured** of **loss**.

If the **insured** and the **insurance company** agree to use **mediation** and the **claim** is fully and finally resolved through the use of **mediation**, the **insurance company** will reimburse fifty percent (50%) of the Each **claim** Deductible paid by the **named insured**, up to \$25,000 for such **claim**.

If the **insured** and the **insurance company** agree to fully and finally resolve a **claim** within six (6) months of when the **claim** is first made against the **insured**, the **insurance company** will reimburse fifty percent (50%) of the Each **claim** Deductible paid by the **named insured**, up to \$25,000 for such **claim**.

The total reimbursement of the **insured's** Each **claim** Deductible under the above two paragraphs for any **claim** shall not exceed fifty percent (50%) or \$25,000.

Satisfaction of the applicable Deductible is a condition precedent to the payment by the **insurance company** of any amounts, and the **insurance company** shall be liable only for the amounts in excess of such Deductible subject to the **insurance company's** total liability not exceeding the Limits of Liability stated in the Declarations. The **named insured** will make direct payments within the Each Claim Deductible to appropriate other parties designated by the **insurance company**.

Any payments by the **named insured** in satisfaction of its deductible obligations under any other valid and collectible insurance will not satisfy the Each **claim** Deductible under this Policy.

Claim Requirements and Information

Notification of Claims

As a condition to coverage under this Policy, the **insured** must give notice to the **insurance company** of any **claim** as soon as practicable after any **responsible person** first becomes aware of such **claim** but in no event later than sixty (60) days after the end of the **policy period** or during the **optional extension period**, if purchased.

Notification of Circumstances

The **insured** may during the **policy period** notify the **insurance company** in writing of any **circumstance**.

Any notice must include:

- (a) the reasons why the **insured** reasonably anticipates that such **circumstance** could give rise to a **claim**;
- (b) the injury or damage which may result or has resulted from the **circumstance**; and
- (c) full particulars of the **circumstances**, act, error, omission, incident, event or **pollution condition** in the provision of **professional services, contracting services, media activities** or **tech services**, or the related **tech products**, that could reasonably be the basis of a **claim** and the persons involved.

If a **claim** is made after the end of the **policy period** and arises directly from or out of a **circumstance** reported under this provision, then such **claim** will be deemed to have been made at the same time that the **circumstance** was reported to the **insurance company**.

Related Claims

All **related claims**:

- (a) are deemed a single **claim** for the purposes of this Policy, irrespective of the number of claimants or **insureds** involved in the **claim**;
- (b) are deemed to have been made at the time of the first such **claim**; and
- (c) will be treated by the **insurance company** as having been reported when the first of such **claims** was reported or is deemed to have been reported to the **insurance company**.

Notice to the Insurance Company

All notices to the **insurance company** must be sent either by e-mail to or by mail to the address specified in the Declarations.

Defense and Settlement

(a) Duties

The **insurance company** has the right and duty to defend, subject to the Limit of Liability, exclusions, and other terms and conditions of this Policy, any **claim** against the **insured** seeking amounts which are payable under the terms of this Policy, even if any part of such **claim** is groundless, false or fraudulent.

Defense counsel will be mutually agreed by the **named insured** and the **insurance company** but, in the absence of such agreement, the **insurance company's** decision will be final.

The **insurance company** shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **application** and statements made in the **application** and with respect to coverage.

However, notwithstanding the above, the **insured's** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **media activities** in respect of which the **insured** has asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.

(b) Consent to **defense costs**

The **insurance company** will not be obligated to pay **defense costs** unless it has given prior written consent to such **defense costs** being incurred (except if expressly specified in this Policy that prior consent is not first required).

(c) Settlement of **claims**

The **insured** cannot admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or dispose of any **claim** without the prior written consent of the **insurance company**.

The **insurance company** will not agree to any settlement without the consent of the **insured**. If the **insured** refuses to consent to any settlement recommended by the **insurance company** and acceptable to the claimant, the **insurance company's** liability for **loss** will not exceed:

- i. the amount for which the **claim** could have been settled, less the remaining Deductible, plus the **defense costs** incurred up to the time of such refusal, and
- ii. fifty percent (50%) of any **defense costs** incurred after the date such settlement or compromise was recommended to the **insured** with the remaining fifty percent (50%) of such **defense costs** to be borne by the **insured** at their own risk and uninsured;

or the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **loss** shall not be considered in determining the amount for which a **claim** could have been settled.

Assistance and Cooperation

If any **claim** or **circumstance** is reported by the **insured** under this Policy, the **insured** will give all information and assistance to the **insurance company** as it may need to investigate such matters. The **insured** will cooperate with the **insurance company** in responding to such **claim** or **circumstance**. The **insured** agrees not to take any action which in any way increases the **insurance company's** exposure under this Policy.

Upon the **insurance company's** request, the **insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization, and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without the written consent of the **insurance company**.

Except where expressly provided for in this Policy, any costs to provide such information or assistance to the **insurance company** will be at the **insured's** own cost.

Other Insurance

This Insurance shall apply in excess of:

- (a) any other valid and collectible insurance available to any **insured**, including, but not limited to, any project specific professional liability insurance, contractors pollution liability insurance or media, technology or cyber liability insurance; and
- (b) any self-insured retention or deductible portion thereof,

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

Subrogation and Recoveries

If any payment is made under this Policy, the **insured** will transfer its rights of recovery against any third party to the **insurance company**. The **insured** will do whatever is reasonably necessary to secure and preserve such rights after a **claim** is first made against them or the date they become aware of a **circumstance** giving rise to a **claim**. The **insurance company** agrees to waive its right of recovery against any client of the **named insured** for a **claim** which is covered under the Architects and Engineers Professional Liability and Pollution Liability Coverages to the extent the **named insured** had, prior to such **claim**, a written agreement to waive such rights.

Any amounts recovered will be applied in the following order:

- (a) to reimburse costs incurred by or on behalf of the **insurance company** in bringing proceedings against such other party;
- (b) then to the **insured** for the amount of any **loss** which exceeds the Limit of Liability;
- (c) then to the **insurance company** up to the amount of the **loss** paid by the **insurance company** and the Limit of Liability will be reinstated for such amounts; and
- (d) then to the **insured** to reimburse the Deductible.

Reimbursement of Uncovered Amounts

To the extent that the **insurance company** pays any **loss** or other sums that are not covered under this Policy, the **insurance company** is entitled to reimbursement from the **named insured** and any **insured** (or other party) on whose behalf such **loss** or sums are paid.

Action against the Insurance Company

No action will lie against the **insurance company** unless and until the **insured** has fully complied with all the terms of this Policy.

No person or organization will have the right under this Policy to join the **insurance company** as a party to an action against the **insured** to determine the **insured's** liability or plead the **insurance company** in any such action.

General Conditions

Innocent Insured

Whenever coverage under this Insurance would be excluded, suspended or lost because of the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion relating to any act, error or omission by any **insured**, and with respect to which any other **insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the **insurance company** agrees that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion.

This provision is inapplicable to any **claim** or **circumstance** against the **named insured** arising from acts, errors or omissions known to any present or former principal, partner, director or officer of the **named insured**.

With respect to this provision, the **insurance company** obligation to pay in such event shall only be in excess of the full extent of any recoverable assets of any **insured** to whom the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

Mergers and Acquisitions

- (a) If during the **policy period**, the **named insured** acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **named insured**, then no **insured** shall have coverage under this Policy for any **claim** that arises out of any act, error or omission, incident, event or **pollution condition**, whether committed or arising either before or after such acquisition:

- i. by the acquired entity or any person employed by the acquired entity; or
- ii. involving or relating to the assets, liabilities or **computer systems** of the acquired entity.

The foregoing provision shall not apply if the **named insured** gives the **insurance company** written notice within sixty (60) days after the effective date of the acquisition, obtains the written consent of the **insurance company** to extend coverage to such additional entities, assets or exposures and agrees to pay any additional premium required by the **insurance company**.

- (b) In the event the **named insured** merges with another entity such that the **named insured** is not the surviving entity, is acquired by another entity or sells substantially all of its assets to any other entity, then coverage under this Policy will not apply for any **claim** that arises out of any act, error or omission, incident or event or **pollution condition** committed or arising after such merger of acquisition. The **named insured** shall provide written notice of such consolidation, merger or acquisition to the **insurance company** as soon as practicable, together with such information as the **insurance company** may require.

Optional Extension Period

If this Policy is non-renewed or cancelled, the **named insured** will be entitled to purchase an **optional extension period** with respect to any **claim** first made against any **insured** and reported in writing to the **insurance company** during the **optional extension period**.

The **optional extension period** will only be available if the **named insured** gives written notice to the **insurance company** of its intent to purchase the **optional extension period** and pays the additional premium specified in the Declarations to the **insurance company** within sixty (60) days after the effective date of cancellation or non-renewal.

The **optional extension period** will only apply to any act, error or omission committed, or incident, event or **pollution condition** first occurring on or after the **retroactive date** and before the end of the **policy period** or effective date of cancellation.

The **optional extension period** cannot be cancelled, and the premium is deemed fully earned at the inception date of such **optional extension period**. As a condition precedent to the right to purchase the **optional extension period**, the total premium for this Policy must have been paid.

The **optional extension period** will not increase the Limit of Liability. Any payments with respect to **claims** made during the **optional extension period** will be part of the Limit of Liability.

Cancellation and Non-Renewal

- (a) By the **named insured**

The **named insured** may cancel this Policy by giving the **insurance company** written notice stating when such cancellation shall be effective. In these circumstances, the **insurance company** shall retain the customary short rate portion of the premium.

- (b) By the **insurance company**

The **insurance company** will have the right to cancel this Policy by providing in writing sixty (60) days' notice of cancellation to the **named insured** or via the **named insured's** insurance broker. In such event the **insurance company** will retain the pro rata portion of the premium.

However, the **insurance company** will have the right to cancel this Policy, with effect from inception, if the premium has not been paid to the **insurance company** when due. In these circumstances, the **insurance company** will provide in writing ten (10) days' notice of cancellation to the **named insured** or via the **named insured's** insurance broker and the **insurance company** will retain the pro rata portion of the premium.

- (c) If the **insurance company** decide not to renew this Policy, the **insurance company** shall mail or deliver written notice to the **named insured** at the address shown in the Declarations at least sixty (60) days before the end of the **policy period**. The notice of non-renewal shall state the reason for non-renewal.
- (d) Payment or tender of an unearned premium by the **insurance company** shall not be a condition precedent to the effectiveness of cancellation.

Authorization

The **named insured** will be considered the agent of all the **insureds**. This means that the **named insured**:

- (a) will act on behalf of all the **insureds** with respect to the giving of or receipt of all notices pertaining to this Policy;
- (b) will accept any endorsements to this Policy; and
- (c) will be responsible for the payment of all premiums and Deductible and for receiving any refunds of premium.

Assignment

The **insured** cannot assign this Policy or any right under it without the prior written consent of the **insurance company**. If an **insured** shall die or be adjudged incompetent, such insurance shall cover that **insured's** legal representative as the **insured** would be permitted by this Policy.

Headings

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

Single Form of a Word

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

Territory

This Policy applies to **claims** made and acts, errors, or omissions or **pollution conditions** committed or arising anywhere in the world.

Entire Agreement

By acceptance of the Policy, the **insured** agrees that this Policy embodies all agreements between the **insurance company** and the **insured** relating to this Policy. No change or modification to this Policy will be effective unless made by endorsement issued by the **insurance company**.

Representation by the Insured

The **insured** agrees that the statements contained in the **application** are true, accurate and are not misleading. The **insured** also agrees that the **insurance company** issued this Policy, and assume the risks hereunder, in reliance upon the truth of such **application**.

Sanction Limitation

The **insurance company** will not be liable to provide any cover, benefit or pay any **loss** under this Policy to the extent that the provision of such cover, benefit or payment of such **loss** would expose

the **insurance company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, Canada, European Union or United Kingdom.

Valuation and Currency

All premiums, limits, deductibles, **loss** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **loss** under this Policy is stated in a currency other than United States dollars or if **defense costs** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **loss** (except for **defense costs**) is due or the date such **defense costs** are paid.

Bankruptcy

Bankruptcy or insolvency of the **insured** shall not relieve the **insurance company** of their obligations nor deprive the **insurance company** of its rights or defenses under this Policy.

Complaints

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this Policy the **insured** should contact Beazley Complaints as indicated on the Insurance Company, Claim and Circumstance Notification and Complaints Information form.

Definitions

The following definitions are applicable to this Policy:

agency construction manager or project manager means a person or organization that provides professional consulting services to a project owner, directly or indirectly as a subconsultant, for a fee to assess the progress of the design or construction process for a project, but which does not have control over, charge of, or responsibility for a project's construction means, methods, techniques, sequences or procedures, or safety precautions and programs for a project.

application means the completed and signed application for this Policy including any written materials submitted with the application.

bodily injury means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.

breach of professional duty means any actual or alleged negligent act, error or omission first committed on or after the **retroactive date** by the **insured**, or by any person for whom the **named insured** is legally responsible, in the performance of **professional services**.

breach notice law means any state, federal or foreign statute or regulation that requires notice to persons whose **personally identifiable information** was accessed or may reasonably have been accessed by an unauthorized person.

circumstance means any fact, event or situation that could reasonably be the basis for a **claim**.

claim means:

- (a) a demand for money or services;
- (b) a request for **mediation** or other form of alternative dispute resolution proceedings; or
- (c) a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

cleanup costs means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the **insurance company** in the investigation, removal or neutralization of a **pollution condition**, provided that such costs, charges and expenses are caused by a **pollution condition** arising out the performance of or failure to perform **professional services** or **contracting services** by the **insured** or by any person, including an independent contractor, for whose **pollution condition** the **named insured** is legally responsible.

computer systems means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

- (a) operated by and either owned by or leased to the **named insured**; or
- (b) operated by a third party service provider and used for the purpose of providing hosted computer application services to the **named insured** or for processing, maintaining, hosting or storing the **named insured's** electronic data, pursuant to written contract with the **named insured** for such services.

contracting services means the performance of construction, drilling or remediation activities by or on behalf of the **named insured**.

data means any software or electronic data that exists in **computer systems** and that is subject to regular back-up procedures.

data breach means the theft, loss, or **unauthorized disclosure** of **personally identifiable information** or **third party information** that is in the care, custody or control of the **named insured** or a third party for whose theft, loss or **unauthorized disclosure** of **personally identifiable information** or **third party information** the **named insured** is liable.

data & network wrongful act means any of the following occurring on or after the **retroactive date** and before the end of the **policy period**:

- (a) a **data breach**;
- (b) a **security breach**;
- (c) failure to timely disclose a **data breach** or **security breach**; or
- (d) a **privacy policy violation**.

defendants' expenses means actual loss of earnings and reasonable expenses incurred by the **insured**, after the first three (3) days' attendance required for each **claim**, should the **insurance company** requests that the **insured** attend **mediation** meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **claim**.

defense costs mean:

- (a) reasonable legal fees, costs and expenses necessarily incurred by or on behalf of the **insured** in connection with the investigation, defense, settlement or appeal of a **claim**;
- (b) all other fees, costs and expenses incurred by or on behalf of the **insured** with the **insurance company's** prior written consent; and
- (c) premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **claim** against any **insured** for a **breach of professional duty**. However, the **insurance company** will have no obligation to appeal or to obtain such bonds.

but will not include the salary of any **insured**, the cost of their time or costs or overheads of the **named insured**.

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

disciplinary, regulatory and administrative actions expenses means legal fees and expenses incurred by the **insured** with the prior written consent of the **insurance company**, in responding to a disciplinary, regulatory or administrative action brought directly against the **insured** during the **policy period** by a government agency provided that the disciplinary, regulatory or administrative action:

- (a) arises out of **professional services**; and
- (b) is reported in accordance with Claim Requirements and Information section of this Policy.

electronic communications network infrastructure means:

- (a) transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
- (b) switching or routing equipment; and

(c) other resources, including network elements which are not active,

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

financial market infrastructure means securities exchanges, central counterparty clearing houses, and central securities depositories.

insured means

- (a) the **named insured**;
- (b) a director, officer, principal (if the **named insured** is a sole proprietorship) or partner (if the **named insured** is a partnership) of the **named insured**, but only with respect to the performance of his or her duties as such on behalf of the **named insured**;
- (c) an employee or **temporary employee** of the **named insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **named insured's** business;
- (d) any person who previously qualified as an **insured** under (b) or (c) above prior to the termination of the required relationship with the **named insured**, but only with respect to the performance of his or her duties as such on behalf of the **named insured**;
- (e) the estate, heirs, executors, administrators, assigns and legal representatives of any **insured** in the event of such **insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **insured** would otherwise be provided coverage under this Policy;
- (f) the lawful spouse or Domestic Partners of any of the person set forth in (b), (c), (d) or (e) above, but only for **claims** arising out of an act, error or omission actually or allegedly committed by such **insured** and only to the extent that such **insured** would otherwise be provided coverage under this Policy. The **insurance company** has no obligation to make any payment for **loss** in connection with any **claim** made against a spouse or Domestic Partner of an **insured** for any actual or alleged acts, errors or omissions committed by such spouse or Domestic Partner.

For the purposes of this provision, the terms "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, or the provisions of any formal program established by the **named insured**;

- (g) the **named insured** with regard to its participation in a joint venture, but solely for the **named insured's** liability that arises out of **breach of professional duty** by the **named insured** or for a **pollution condition** that arises out of the performance of **professional services** or **contracting services** by the **named insured**; and
- (h) solely with respect to the Pollution Liability Coverage, the client for whom the **named insured** renders or rendered **professional services** or performs or performed **contracting services**, provided that a written contract or agreement is in effect between the **named insured** and the client requiring the client to be an additional insured under the **named insured's** architects, engineers and contractors pollution liability policy. However, such clients are covered under the Pollution Liability Coverage of this Policy solely with respect to **loss** arising from **professional services** rendered or **contracting services** performed by or on behalf of the **named insured** and are not covered for any **loss** arising from the client's own acts, errors or omissions. Clients

of the **named insured** are covered under the Pollution Liability Coverage of this Policy, subject to the Limits of Liability required by the written contract or agreement, whichever is less.

insurance company means Beazley Insurance Company, Inc.

knowledge date means the date specified in the Declarations.

loss means:

- (a) monetary judgments (including pre and post-judgment interest), awards and settlements incurred by the **insured**; and
- (b) **defense costs**.

Solely with respect to the Pollution Liability Coverage, **loss** includes **cleanup costs**.

loss will not include:

- i. future profits, restitution or disgorgement of unjust enrichment or profits by an **insured**, or the costs of complying with orders granting injunctive or equitable relief;
- ii. return or offset of fees, charges or commissions charged by or owed to an **insured** for goods or services already provided or contracted to be provided;
- iii. taxes or loss of tax benefits;
- iv. fines, sanctions or penalties;
- v. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such damages;
- vi. liquidated damages, but only to the extent that such damages exceed the amount for which the **insured** would have been liable in the absence of such liquidated damages agreement;
- vii. any amounts deemed uninsurable by law;
- viii. costs incurred by the **insured** to correct, re-perform or complete any **media activities** or **tech services**; and
- ix. discounts, coupons, prizes, awards or other incentives offered to the **insured's** customers or clients.

media activities means **media communication** or the gathering, collection or recording of **media material** for inclusion in any **media communication** in the ordinary course of the **named insured's** business.

media communication means the display, broadcast, dissemination, distribution or release of **media material** to the public by the **named insured**.

media material means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including promotional material, but does not mean computer software.

media wrongful act means one or more of the following acts committed on or after the **retroactive date** and before the end of the **policy period** in the course of the **named insured's** performance of **media activities**, **professional services** or **tech services**:

- (a) defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement or harm to the reputation or character of any person or organization;
- (b) a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;

- (c) invasion or interference with an individual's right of publicity, including misappropriation of any name, persona, voice or likeness for commercial advantage;
- (d) false arrest, detention or imprisonment;
- (e) invasion of or interference with any right to private occupancy, including trespass, wrongful entry or wrongful eviction;
- (f) plagiarism, piracy or misappropriation of ideas under implied contract;
- (g) infringement of copyright;
- (h) infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark, or improper deep-linking or framing or infringement of domain name including cybersquatting violations;
- (i) negligence regarding the content of any **media activities**, including harm caused through any reliance or failure to rely upon such content;
- (j) misappropriation of a trade secret; or
- (k) unfair competition including a violation of Section 43(a) of the Lanham Act, but only if alleged in conjunction with and arising out of any of the acts listed in paragraphs (g) or (h) above.

mediation means a non-binding process by which a qualified professional mediator mutually agreed upon by the parties intercedes between the parties with the intention to reconcile them to resolve a **claim**. The term **mediation** shall not include or mean other dispute resolution by litigation or arbitration or court appointed mediations.

named insured means the entity specified in the Declarations.

optional extension period means the period specified in the Declarations after the end of the **policy period** in respect of **claims** first made against the **insured** and reported to the **insurance company** during such period specified in the Declarations.

personally identifiable information means:

- (a) any information concerning an individual that is defined as personal information under any **breach notice law**; and
- (b) an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

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

policy period means the period specified in the Declarations.

pollution condition means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **bodily injury**, **property damage** or **cleanup costs**.

pollution liability means a **pollution condition** first occurring on or after the **retroactive date** and arising out of the performance of or failure to perform **professional services** or **contracting services** by the **insured** or by any person, including an independent contractor, for whose **pollution condition** the **named insured** is legally responsible.

pre-claims assistance costs means any costs or expenses incurred by the **insurance company** as a result of investigating or monitoring a **circumstance** reported by the **insured** during the

policy period in accordance with the Notification of Circumstances clause of this Policy and until such time a **claim** is made.

privacy policy means the **named insured's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **personally identifiable information**.

privacy policy violation means the failure by the **insured** to comply with that part of a **privacy policy** that specifically:

- (a) prohibits or restricts the **named insured's** disclosure, sharing or selling of **personally identifiable information**;
- (b) requires the **named insured** to provide an individual access to **personally identifiable information** or to correct incomplete or inaccurate **personally identifiable information** after a request is made;
- (c) mandates procedures and requirements to prevent the loss of **personally identifiable information**;
- (d) prevents or prohibits improper, intrusive or wrongful collection of **personally identifiable information** from another person;
- (e) requires notice to a person of the **named insured's** collection or use of, or the nature of the collection or use of his or her **personally identifiable information**; or
- (f) provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **named insured's** collection or use of his or her **personally identifiable information**,

provided the **named insured** has in force, at the time of such failure, a **privacy policy** that addresses those subsections above that are relevant to such **claim**.

professional services means those services performed for others by or on behalf of the **named insured** in the capacity as an architect, engineer, land surveyor, landscape architect, interior designer, **agency construction manager**, **project manager**, forensic consultant, environmental consultant, sustainability consultant or design, construction or project consultant or planner.

property damage means:

- (a) physical injury to or destruction of tangible property, including consequential loss of use of such tangible property; or
 - (b) loss of use of tangible property which has not been physically injured or destroyed,
- but will not include **cleanup costs**.

related claims means all **claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions, **pollution conditions** or events.

reputational management expenses means reasonable fees, costs and expenses incurred by the **named insured** for reputational management consulting services provided by a public relations firm to the **named insured** and which are incurred in connection with a **claim**, **circumstance** or incident covered under this Policy that the **named insured** reasonably believes will have a material adverse effect upon the **named insured's** reputation.

responsible person means any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **named insured**.

retroactive date means the date specified in the Declarations.

security breach means a failure of computer security to prevent:

- (a) **unauthorized access or use of computer systems**, including **unauthorized access or use** resulting from the theft of a password from a **computer system** or from any **insured**;
- (b) a denial of service attack affecting **computer systems**;
- (c) a denial of service attack affecting computer systems that are not owned, operated or controlled by an **insured**; or
- (d) infection of **computer systems** by malicious code or transmission of malicious code from **computer systems**.

tech products means a computer or telecommunications hardware or software product or related electronic product that is created, manufactured or developed by the **named insured** for others, or distributed, licensed, leased or sold by the **named insured** to others, for compensation, including software updates, service packs and other maintenance releases provided for such products.

tech product wrongful act means:

- (a) any negligent act, error, omission, misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation by the **insured** that results in the failure of **tech products** to perform the function or serve the purpose intended; or
- (b) software copyright infringement by the **insured** with respect to **tech products**,

that occurs on or after the **retroactive date** and before the end of the **policy period**.

tech services means computer, cloud computing, and electronic technology services, including:

- (a) data processing, software as a service (saas), platform as a service (paas), infrastructure as a service (iaas), network as a service (naas);
- (b) data and application hosting, computer systems analysis, and technology consulting and training; or
- (c) custom software programming for a specific client of the **named insured**, and computer and software systems installation and integration,

performed by the **insured**, or by others acting under the **named insured's** trade name, for others for a fee.

tech services wrongful act means any negligent act, error, omission, misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation by the **insured**, or by any person or entity for whom the **insured** is legally liable, in rendering or failing to render **tech services** that occurs on or after the **retroactive date** and before the end of the **policy period**, but does not mean a **media wrongful act**.

temporary employee means a person furnished or leased to the **named insured** to meet short term or project specific workloads and for whom the **named insured** has the right to direct and control the means of performance.

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

unauthorized access or use means the gaining of access to or use of **computer systems** by an unauthorized person(s) or the use of **computer systems** in an unauthorized manner.

unauthorized disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **named insured** and is without knowledge of, consent or acquiescence of any member of the **responsible person**.