



Variable for Paper Company
 A capital stock company (the "Insurer")

Policy Number:

Replacement of Policy Number:

CyberEdge PCSM

NOTICES:

DECLARATIONS

Policyholder:		Policy Period:	From:	
			To:	
Policyholder Address:		Insurer Address:		
Premium:	\$ XX,XXX,XXX	Policy Aggregate:	\$ XXX,XXX,XXX	

COVERAGE SUMMARY

Coverage Type	Minimum Attachment	Event DIC Limit	Minimum Underlying Limits	Event Limit	Coverage Type Aggregate Limit
Cyber Event Response	\$ XX,XXX,XXX	Not Applicable	Not Applicable	\$ XXX,XXX,XXX	\$ XXX,XXX,XXX

OTHER TERMS AND INFORMATION

Claims Notice:	Mail:	[Variable]
	e-mail:	cyberedgefnol@aig.com



CyberEdge PCSM

In consideration of the payment of the premium, the **Insurer** and the **Insureds** agree as follows:

1. INSURING AGREEMENTS

For any **Triggering Event** that takes place during the **Policy Period**, this policy will provide the following coverage:

Cyber Event Response This policy will pay **Event Response Costs** incurred in response to a **Security Failure** that an **Insured** knows caused, or **Suspects** is likely to have caused, a **Triggering Event**.

Cyber Follow Form Excess For each **Coverage Type**, this policy will provide coverage excess of the **Underlying Limits** for **Loss** caused by a **Security Failure**. Such coverage shall be provided in accordance with the same terms, conditions and limitations of the applicable **Followed Policy**, as of the inception date of this policy, as modified by and subject to the terms, conditions and limitations of this policy.

Cyber Difference in Conditions ("DIC") For each **Coverage Type**, other than *Cyber Event Response*, this policy will drop down and pay **Loss** caused by a **Security Failure** that would have been covered within an **Underlying Policy**, as of the inception date of this policy, had one or more of the following not applied:

- A. a **Cyber Coverage Restriction**; and/or
- B. a **Negligent Act Requirement**.

In all events, coverage under this policy will apply only if: (i) the **Security Failure** is first discovered on or after the inception date of the **Policy Period** and prior to the expiration of the latest **Successive AIG Policy**; and (ii) the **Triggering Event** and the **Security Failure** are reported to the **Insurer** as required by this policy. Coverage under this policy will not apply to any **Loss**, **Security Failure** or other event that was known by any **Insured** prior to the inception of this policy.

2. DEFINITIONS

The terms **Claims Notice**, **Coverage Type Aggregate Limits**, **Insurer**, **Insurer Address**, **Event DIC Limit**, **Event Limit**, **Minimum Attachment**, **Minimum Underlying Limits**, **Policy Aggregate**, **Policyholder**, **Policyholder Address** and **Premium** are used in this policy with the meanings and values ascribed to them in the Declarations.

The other terms in "**Bold**" typeface are used in this policy with the meanings ascribed to them below.

Computer System means any computer hardware, software, or any components thereof, that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices (including wireless and mobile devices), and provided that such hardware, software, components, devices and internal networks are under ownership, operation or control of, or are leased by, an **Entity Insured**.

Coverage Type means the coverage afforded under each discrete set of terms, conditions and limitations within each tower of coverage named as a "Coverage Type" in the *Underlying Policy Summary Appendix*. "**Coverage Type**" also means the discrete set of coverage terms, conditions and limitations in this policy for *Cyber Event Response*.

Cyber Coverage Restriction means a limitation of coverage in an **Underlying Policy** expressly concerning, in whole or in part, the security of a **Computer System** (including **Electronic Data** stored within that **Computer System**).

Electronic Data means any software or electronic data stored electronically on, or that forms part of, a **Computer System**, but excluding **Personal Information**.

Entity Insured means, for each **Coverage Type**, the **Policyholder** and any **Insured** that is not a natural person.



2. DEFINITIONS (Continued)

- Event Response Costs** means the reasonable and necessary expenses and costs incurred by an **Entity Insured**, and consented to in writing by the **Insurer**, in:
- A. investigating (including forensically) the cause of the **Security Failure** and how it caused the **Triggering Event**;
 - B. a targeted public relations response to the **Triggering Event**, including, without limitation, the costs of crisis management services directed to mitigating the financial harm to such **Entity Insured** from the **Security Failure**; and
 - C. assessing whether **Electronic Data** can or cannot be restored, recollected or recreated, and, if reasonably feasible, in restoring, recollected or recreating such **Electronic Data**.
- “**Event Response Costs**” shall not mean, and this policy shall not cover: (i) compensation, fees, benefits, overhead or internal charges of any **Insured**; or (ii) any costs or expenses relating to advertising, promotion or publicity, other than those necessitated as a direct result of a **Security Failure**.
- Followed Policy** means, for each **Coverage Type** and subject to the *Maintenance of Underlying Insurance and Changes Clause*, the policy identified in the *Underlying Policy Summary Appendix* to this policy with an “*” at the beginning of its row.
- Insured** means: (A) the **Policyholder** and (B) for each **Coverage Type**, is used in this policy with the same meaning as that term has in the **Followed Policy** applicable to that **Coverage Type**.
- Limit of Insurance** means, for each **Coverage Type**, the amount set forth in the *Underlying Policy Summary Appendix* to this policy for each **Underlying Policy**.
- Loss**
- A. for *Cyber Event Response*, means **Event Response Costs**; and
 - B. for each other **Coverage Type** (other than *Cyber Event Response*), means any:
 - (i) covered bodily injury, covered property damage or other covered loss, costs or expenses as established in the **Followed Policy** applicable to that **Coverage Type**; and
 - (ii) bodily injury, property damage or other loss, costs or expenses that would have been covered within an **Underlying Policy** applicable to that **Coverage Type** if a **Cyber Coverage Restriction** and/or a **Negligent Act Requirement** not applied.
- “**Loss**” shall not mean, and this policy shall not cover, costs or expenses arising out of, based upon or attributable to: (1) updating, upgrading, enhancing, improving, restoring or replacing any **Computer System** to a level beyond that which existed prior to the **Security Failure** or **Triggering Event**; (2) unfavorable business conditions; (3) the removal of software program errors or vulnerabilities; or (4) any **Insured** satisfying its obligations under this policy, including, without limitation, proving loss as required under Clause 6. *Obligations of the Insureds*.
- Negligent Act Requirement** means a requirement in an **Underlying Policy** that the event, action or conduct triggering coverage under such **Underlying Policy** result from a negligent act, error or omission.
- Personal Information** means any information: (A) from which an individual may be uniquely and reliably identified or contacted; (B) that would be considered nonpublic personal information, protected personal information, protected health information or electronic protected health information; or (C) used for authenticating individuals for normal business transactions.
- Policy Period** means the period set forth as such in this policy’s Declarations. The **Policy Period** incepts and expires as of 12:01 A.M. at the **Policyholder Address**. In the event of cancellation, the **Policy Period** shall be deemed amended to reflect that it expires upon the effective time of cancellation.



2. DEFINITIONS (Continued)

- Related Event** means, for each **Coverage Type**, the **Triggering Event** and any subsequent event, action or conduct that: (A) is the same as, related to, or a continuation of, the **Triggering Event**; or (B) arises from the same, a related, or a continuous, **Security Failure** that caused, or that an **Insured Suspected** caused, a **Triggering Event** or any **Related Security Failure**.
- All **Related Events** shall be deemed to have occurred at the time that the first **Triggering Event** occurred.
- Related Security Failure** means: (A) the **Security Failure** that caused, or that an **Insured Suspected** caused, a **Triggering Event**; and (B) any other **Security Failure** that enabled, facilitated or is a result of the **Security Failure** that caused, or that an **Insured Suspected** caused, a **Triggering Event**.
- Security Failure** means a failure or violation of the security of a **Computer System** that: (A) results in, facilitates or fails to mitigate any: (i) unauthorized access or use; (ii) denial of service attack; or (iii) receipt, transmission or behavior of a malicious code; or (B) results from the theft of a password or access code from an **Entity Insured's** premises, the **Computer System**, or an officer, director or employee of an **Entity Insured** by non-electronic means.
- "**Security Failure**" shall not include any of the foregoing that results, directly or indirectly, from any: (1) natural or man-made earth movement, flood, earthquake, seaquake, shock, explosion, tremor, seismic event, lightning, fire, smoke, wind, water, landslide, submarine landslide, avalanche, subsidence, sinkhole collapse, mud flow, rock fall, volcanic activity, including eruption and lava flow, tidal wave, hail, or act of God; or (2) satellite or other infrastructure failure.
- Successive AIG Policy** means, for each **Coverage Type**, each CyberEdge PC policy successively issued by the **Insurer** or its affiliate to the **Policyholder** that provides the same or comparable coverage for that **Coverage Type**.
- Suspects(ed)** means reasonably believes(ed) based on specific, verifiable information.
- Triggering Event** means, for each **Coverage Type**, the event, action or conduct that first triggers coverage under any **Underlying Policy** or would have triggered such coverage had a **Cyber Coverage Restriction** or a **Negligent Act Requirement** not applied. A "**Triggering Event**" shall not mean a notice of circumstance; however, any event, action or conduct that first triggers coverage under an **Underlying Policy** due to a notice of circumstance will be deemed a **Triggering Event** under this policy at the time of such notice of circumstance to the **Underlying Insurer**. "**Triggering Event**" shall not mean the **Security Failure** itself.
- Underlying Insurer** means, for each **Coverage Type**, the insurer(s) of each insurance policy identified in the *Underlying Policy Summary Appendix* to this policy.
- Underlying Limits** means, for each **Coverage Type**, the greater amount of either the applicable **Minimum Underlying Limits** or the actual underlying limits in place at the time of the **Triggering Event**. In the event coverage is afforded under an **Underlying Policy** and one or more renewal or replacement of that policy for any **Related Events**, then all such policy's limits shall be treated as **Underlying Limits**.
- Underlying Period** means, for each **Coverage Type**, the period of time set forth in the *Underlying Policy Summary Appendix* to this policy.
- Underlying Policy** means, for each **Coverage Type**, the policy(ies) identified in the *Underlying Policy Summary Appendix* to this policy.



3. EXCLUSIONS

This policy shall not cover the defense of any matter, or any loss, injury, damage, costs, expenses or other amounts:

- Acts of War* arising out of, based upon or attributable to any strike, lockout, disturbance or similar labor action, war, invasion, military action (whether war is declared or not), political disturbance, civil commotion, riot, martial law civil war, mutiny, popular or military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against any of these events; whether or not any other cause or event contributed concurrently or in any sequence to any resulting loss, injury, damage, costs, expenses or other amounts;
- Advertising/ Personal Injury* arising out of, based upon or attributable to: (A) false advertising or misrepresentation in advertising; (B) false arrest, detention or imprisonment; (C) libel, slander or defamation of character; (D) wrongful entry or eviction; or (E) malicious prosecution;
- Conduct*
- A. arising out of, based upon or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, committed alone or in collusion with others by, directed by, approved by, acquiesced to by, known by or that should have been known by any past or present director, officer, trustee, general or managing partner or principal (or the equivalent positions) of an **Entity Insured**;
 - B. arising out of, based upon or attributable to any profit or advantage to which any **Insured** is not legally entitled; or
 - C. paid or incurred by, chargeable to, or otherwise due and owing from, any natural person who intentionally, knowingly or recklessly caused, aided or abetted a **Security Failure** or any **Related Security Failure**, whether or not for personal gain, and whether or not with the intent of causing any harm or a **Triggering Event**;
- Government Action* arising out of, based upon or attributable to any seizure, confiscation, nationalization, breach of security, use, misuse or destruction of a **Computer System** or **Electronic Data** by or on behalf of any governmental, military, enforcement or other public body or authority; whether or not any other cause or event contributed concurrently or in any sequence to any resulting loss, injury, damage, costs, expenses or other amounts;
- Intellectual Property* arising out of, based upon or attributable to any actual or alleged trade secret, patent, copyright, trademark, trade dress or other intellectual property;
- Prior Notice* arising out of, based upon or attributable to any event, action, conduct, circumstance, claim, occurrence or loss caused by a **Security Failure**, if, prior to the inception of this policy, that **Security Failure**, event, action, conduct, circumstance, claim, occurrence or loss had been reported, or deemed reported, under any insurance or had been reported to the legal or risk management functions of any **Entity Insured**; or
- Privacy, Personal Information and Confidential Information* arising out of, based upon or attributable to any invasion of privacy; or any:
- A. theft, disappearance, destruction or other loss, disclosure, publication, collection, use or storage of;
 - B. failure to protect, or exercise any duty of care with respect to; or
 - C. failure to comply with any law (statutory or common), rule or regulation, or any policy concerning;
- Personal Information**, confidential information or any other information or data.

The exclusions and other limitations in any **Underlying Policy** for each applicable **Coverage Type** also apply, except that, for the *Cyber DIC Coverage*, such exclusions and limitations shall not apply to the extent they fall within the definition of **Cyber Coverage Restriction** or **Negligent Act Requirement**.



4. ATTACHMENT

*Cyber Event
Response
Coverage*

The **Insurer** shall be liable only for those covered amounts under this policy in excess of the **Minimum Attachment** applicable to *Cyber Event Response Coverage*. A single **Minimum Attachment** shall apply to all covered **Event Response Costs** in response to any **Security Failure** or incurred in connection with any **Related Event**.

*Cyber Follow Form
Excess Coverage*

For each underlying **Coverage Type**, the **Insurer** shall be liable only for those covered amounts under this policy in excess of the **Underlying Limits** applicable to that **Coverage Type**. The **Insurer's** obligations shall attach only after the **Underlying Limits** applicable to such **Coverage Type** have been exhausted through payments of covered amounts. The risk of uncollectability of any part of the **Underlying Limits** is retained by the **Policyholder** and the **Insureds**, and is not insured under this policy or assumed by the **Insurer**.

*Cyber DIC
Coverage*

For each underlying **Coverage Type**:

- A. the **Insurer** shall only be liable for covered amounts under this policy in excess of the **Minimum Attachment** applicable to that **Coverage Type**; and
- B. only one such single **Minimum Attachment** shall apply to all covered **Loss** for that **Coverage Type** in response to a **Security Failure** or incurred in connection with any **Related Event**.

5. LIMITS OF LIABILITY

Policy Aggregate

The **Policy Aggregate** is the most the **Insurer** will pay, in the aggregate, under this policy for all **Coverage Types** and Insuring Agreements combined, regardless of the number of **Insureds**, **Triggering Events** or **Security Failures**.

*Each Coverage
Type*

For each **Coverage Type**:

- A. the **Coverage Type Aggregate Limit** is the most the **Insurer** will pay under this policy, in the aggregate, for that **Coverage Type**;
- B. the **Event Limit** is the most the **Insurer** will pay under this policy for that **Coverage Type** from any **Triggering Event** and any **Related Events**; and
- C. the **Event DIC Limit** is the most the **Insurer** will pay under the *Cyber DIC Coverage* under this policy for all coverage of that **Coverage Type** from any **Triggering Event** and any **Related Events**.

*Applicable to All
Limits*

The **Insurer** shall not pay any amounts over the applicable limits of liability stated above, and the **Insurer's** duty to pay, indemnify, reimburse or otherwise cover **Loss** under the relevant **Coverage Type** ceases upon exhaustion of any such limit of liability.

Each **Event DIC Limit** shall be part of, and not in addition to, the applicable **Event Limit**; each **Event DIC Limit** and each **Event Limit** shall be part of, and not in addition to, each applicable **Coverage Type Aggregate Limit**; and all such limits shall be part of, and not in addition to, the **Policy Aggregate**. Nothing stated herein or otherwise shall in any way serve to increase any other limit under this policy, including, but not limited to, the **Coverage Type Aggregate Limit** or the **Policy Aggregate**.

Notwithstanding anything to the contrary in any **Followed Policy**, expenses incurred to defend or investigate any **Triggering Event**, **Security Failure**, suit, proceeding or other matter under this policy shall be part of, and not in addition to, and will serve to erode any applicable **Event Limit**, **Event DIC Limit**, **Coverage Type Aggregate Limit** and the **Policy Aggregate**.

No limit of liability under this policy shall be reinstated, regardless of any provision in any **Underlying Policy**.



6. OBLIGATIONS OF THE INSUREDS

Notice and Reporting

As a condition precedent to coverage under this policy, the **Insurer** must be notified by any **Insured** of any **Triggering Event** as soon as practicable after a **Insured** first knows or **Suspects** that a **Security Failure** caused, or is likely to have caused, such **Triggering Event**, but in all events no later than the expiration of the latest **Successive AIG Policy**. Such notice must be in writing (including by e-mail) and must:

- A. include the Policy Number set forth in the Declarations; and
- B. identify the **Coverage Type(s)** the **Insureds** believe may be implicated and fully describe what is known about, and the circumstances surrounding, the **Security Failure** and **Triggering Event**, including the relevant times, places and actual or suspected causes of such **Security Failure** and **Triggering Event**.

If written notice of a **Triggering Event** and **Security Failure** has been given to the **Insurer** in accordance with this Clause 6. then each and every **Related Event** shall be considered to have been reported at the time the first such notice was given.

Any notice to the **Insurer** relating to coverage for a **Triggering Event** must be to the **Insurer** by mail or e-mail to the **Claims Notice** addresses provided in the Declarations. Any other notice to the **Insurer** must be by mail to the **Insurer's Address**.

Cooperation

For each **Coverage Type**, each **Insured** shall, at a minimum, have the same obligation to cooperate with the **Insurer** under this policy as they have to the insurer of the **Followed Policy**. Also, the **Insureds** shall provide the **Insurer** with such information, assistance and cooperation as the **Insurer** may reasonably request and the **Insureds** shall not do anything that prejudices the **Insurer's** rights under this policy. Such rights include the right to enforce any legal rights an **Insured** or the **Insurer** may have, including executing any documents that the **Insurer** deems necessary to secure such rights.

Cyber Event Response Proof of Loss

As a condition precedent to any obligation to pay under the *Cyber Event Response Coverage* of this policy, the **Insurer** must be provided with a written, detailed proof of loss, signed and affirmed by an **Entity Insured**, and delivered to the **Insurer**, no later than ninety (90) days (unless such period has been extended by the **Insurer** in writing) after it appears reasonably likely that this policy may be required to make an **Event Response Cost** payment.

The proof of loss must include, among other pertinent information: (A) a detailed calculation of known, and an estimate of any additional, **Event Response Costs**; and (B) all documents and materials that reasonably relate to or form any part of the proof of such **Event Response Costs**. Each **Insured** shall, upon the **Insurer's** request, submit to an examination under oath.



7. DEFENSE AND SETTLEMENT

No Duty to Defend The **Insurer** does not assume any duty to defend regardless of whether an **Underlying Insurer** has the right and duty to defend any suit, claim or other matter pursuant to the terms and conditions of such insurer's policy. The **Insurer** shall not be required to assume the defense of any suit, claim or matter under this policy.

Right to Tender Defense Notwithstanding the foregoing, if *Cyber DIC Coverage* is the only valid and collectible coverage that responds to a **Triggering Event**, the **Insureds** shall have the right to tender to the **Insurer** the defense of any suit or formal legal proceeding, including any administrative proceeding, mediation or arbitration, but not any investigation or inquiry, arising out of such **Triggering Event**. This right only can be exercised in writing by the **Policyholder** on behalf of all **Insureds**, and such assumption will become effective at point in time when written confirmation of such assumption has been sent by the **Insurer** to the **Policyholder**.

This right to tender defense to the **Insurer** will terminate if:

- (i) not exercised by the **Policyholder** within sixty (60) days after the first **Insured** becomes aware of such suit or proceeding; or
- (ii) any **Insured** takes any action that prejudices, or fails to take any required action to avoid prejudicing, the rights of the **Insureds** or the **Insurer** at any time prior to the **Insurer** accepting the tender of defense.

Once any applicable **Event DIC Limit**, **Event Limit**, **Coverage Type Aggregate Limit** or the **Policy Aggregate** becomes exhausted by payment of covered amounts, the **Insurer** shall withdraw from the defense of the suit or proceeding and shall have no further obligation to provide such defense. An **Insurer's** withdrawal from the defense of such suit or proceeding shall become effective upon its tendering control of the defense to the **Insured**. The **Insurer** will not be required to pay any attorneys' fees, costs or expenses incurred after that tender or excess of any such applicable limits.

Participation The **Insurer** shall have the same rights, privileges and protections afforded to the insurers of each **Underlying Policy**.

In the event that defense is not tendered or the **Insurer** has not assumed the defense pursuant to this Clause 7., the **Insurer** also shall have the right, but not the duty or obligation to effectively associate with the **Insureds** and/or to participate in the investigation, defense and settlement of any matter that appears to be reasonably likely to involve this policy. If the **Insurer** exercises this right, it will do so at its own expense.

Applicability This Clause 7. is not applicable to **Event Response Costs**. Nonetheless, the **Insurer** does not, with respect to *Cyber Event Reponse Coverage*, assume any duty to defend.



8. GENERAL TERMS AND CONDITIONS

<i>Action Against Insurer</i>	<p>No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this policy, or until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against such Insured after actual trial and any appeal or by written agreement of the Insured, the claimant and the Insurer.</p> <p>Any Insured or the legal representative thereof who has secured such final judgment or written agreement shall thereafter be entitled to recover under this policy solely to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against any Insured or Entity Insured to determine the Insured's liability, nor shall the Insurer be impleaded by any natural person Insured, his or her spouse or legally recognized domestic partner, any Entity Insured or any legal representative of the foregoing.</p>
<i>Alternative Dispute Resolution</i>	<p>For each Coverage Type, this policy shall follow form to any alternative dispute resolution provision set forth in the applicable Followed Policy for that Coverage Type and the Insurer will have the same rights and privileges as afforded to the Underlying Insurers. In the event any dispute involves more than one Coverage Type, the Policyholder, on behalf of all Insureds, will select one of the potentially applicable alternative dispute resolution provisions to be used to resolve such dispute.</p>
<i>Assignment</i>	<p>This policy and any and all rights hereunder are not assignable without the prior written consent of the Insurer.</p>
<i>Authority</i>	<p>The Policyholder shall act on behalf of each and every Insured with respect to tendering any defense pursuant to Clause 7. <i>Defense and Settlement</i>, the giving and receiving of notice of cancellation or non-renewal, the payment of any premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy.</p>
<i>Cancellation</i>	<p>A. <i>By the Policyholder</i>: This policy may be canceled by the Policyholder at any time only by mailing written prior notice to the Insurer at the Insurer Address or by surrender of this policy to the Insurer or its authorized agent.</p> <p>B. <i>By the Insurer</i>: This policy may be canceled by the Insurer's delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the Policyholder Address, written notice stating when, not less than sixty (60) days thereafter (ten (10) days in the event of cancellation for non-payment of premium), the cancellation shall be effective. Proof of mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled as to all Insureds at the date and hour specified in such notice.</p> <p>C. <i>Return of Premium</i>: The Insurer shall have the right to the premium amount for the portion of the Policy Period during which the policy was in effect. If the Policyholder shall cancel this policy, the Insurer shall retain the <i>pro rata</i> proportion of the premium hereon.</p>
<i>Conformance To Law</i>	<p>Coverage under this policy shall not be provided to the extent prohibited by any applicable law.</p>
<i>Headings</i>	<p>The descriptions in the headings and any subheadings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.</p>



8. GENERAL TERMS AND CONDITIONS (Continued)

Maintenance of Underlying Insurance and Changes

- The **Insureds** agree that during the **Policy Period**:
- A. each **Underlying Policy** will be kept in full force and effect;
 - B. the terms, definitions, conditions, exclusions and limitations of the **Underlying Policy** will not materially change;
 - C. the **Limit of Insurance** of each **Underlying Policy** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of covered amounts thereunder; and
 - D. any renewals or replacements of an **Underlying Policy** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If any **Insured** fails to comply with these requirements, the **Insurer** will be liable only to the same extent that the **Insurer** would have been, had the **Insured** fully complied with these requirements.

If during the **Policy Period** of this policy, the terms, definitions, conditions, exclusions or limitations of any **Underlying Policy** are modified or changed in any manner from those in effect at the inception of this policy, the **Policyholder** and the **Insureds** shall, as a condition precedent to their rights under this policy, give to the **Insurer** as soon as practicable written notice of the full particulars thereof. This policy shall become subject to any such changes upon the effective date of the changes in the **Underlying Policy**, but only upon the condition that the **Insurer** agrees in writing to follow such changes, and the **Insured** agrees to any additional premium or amendment of the provisions of this policy required by the **Insurer** relating to such changes. Any change in coverage is conditioned upon the **Insured's** payment when due of any additional premium required by the **Insurer** relating to such changes.

Other Insurance

The insurance provided by this policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is specifically written as excess insurance over either the **Policy Aggregate** or a **Coverage Type Aggregate Limit** of this policy. Notwithstanding the foregoing, *Cyber Event Response Coverage* is written as primary insurance, except when any **Underlying Policy** has cyber event response coverage, in which case *Cyber Event Response Coverage* in this policy shall be excess to such other cyber event response coverage.

Subrogation

To the extent of any payment under this policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery. Each **Insured** must do all that is possible to preserve any such rights of recovery and do whatever is necessary, including signing documents to help the **Insurer** obtain that recovery.

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed below by its President, Secretary and its duly authorized representative.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE
(WHERE REQUIRED BY LAW)

DATE

COUNTERSIGNATURE LOCATION

UNDERLYING POLICY SUMMARY APPENDIX

This Appendix is made part of Policy Number XXXXXXXX.

UNDERLYING POLICY SUMMARY FOR COVERAGE TYPE: [VARIABLE]

Underlying Insurer	Underlying Policy	Limit of Insurance	Underlying Period
* XXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX

UNDERLYING POLICY SUMMARY FOR COVERAGE TYPE: [VARIABLE]

Underlying Insurer	Underlying Policy	Limit of Insurance	Underlying Period
* XXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX

UNDERLYING POLICY SUMMARY FOR COVERAGE TYPE: [VARIABLE]

Underlying Insurer	Underlying Policy	Limit of Insurance	Underlying Period
* XXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX

UNDERLYING POLICY SUMMARY FOR COVERAGE TYPE: [VARIABLE]

Underlying Insurer	Underlying Policy	Limit of Insurance	Underlying Period
* XXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX
XXXXXXXXXX	XXXXXXXXXX	\$ X,XXX,XXX,XXX	XX/XX/XX to XX/XX/XX