

COMMERCIAL CRIME INSURANCE PLUS

Endorsement Wordings

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ENDORSEMENT NO. **xxx**

**MULTINATIONAL INSURANCE PROGRAM ENDORSEMENT
(Receiving Countries)**

This endorsement effective _____ forms a part of Policy no. **XXX** issued to _____.

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

I. This Policy forms part of the following **Multinational Insurance Program**:

Master Policy Insurer:

Parent Company:

Master Policy: [Insert Master Policy Number]

II. The following Definitions as agreed under the **Master Policy** shall be added to Section 4 Definitions of this Policy:

Aggregate Program Limit of Liability means the amount of the Aggregate Limit of Liability as indicated in the schedule of the **Master Policy** applicable for the entire **Multinational Insurance Program**.

EEA means the European Economic Area composed by the members of the European Economic Area to which FoS (Freedom of Service) authorisations may apply or extend to.

FoS (Freedom of Service) Policy means the separate policy, as identified in the **Master Policy**, which covers risk in the **EEA**.

Multinational Insurance Program means the international insurance arrangement between the **Master Policy Insurer** and the **Parent Company**. This arrangement is a compilation of policies called **Multinational Insurance Program Policies**.

Multinational Insurance Program Policies means, collectively, this Policy and any other policy which is identified as part of the **Multinational Insurance Program**. This includes:

- this Policy;
- the **Master Policy**;
- any **FoS (Freedom of Service) Policy** (where applicable); and
- any **Received Policy**.

Received Policy means a policy within the scope of this **Multinational Insurance Program** which has been or will be issued to select subsidiaries of the **Parent Company**.

III. The following section is hereby added to the Policy:

MULTINATIONAL INSURANCE PROGRAM CLAUSES

A. Interlocking Clause and Limits

For all **Multinational Insurance Program Policies** combined, the Insurers of the **Multinational Insurance Program Policies** are in no event obliged to pay **Financial Loss** resulting directly from perils, fraud, acts, or events more than the applicable **Aggregate Program Limit of Liability** as stated in the **Master Policy**, which the **Policyholder** of this Policy has read and understood.

The **Parent Company** and the **Master Policy Insurer** have therefor also agreed under the **Master Policy** that all payments made under any of the **Multinational Insurance Program Policies** shall be counted in adequate proportional pro-rata diminution of the **Aggregate Program Limit of Liability** agreed under the **Master Policy**. Any payments made for **Financial Loss** which exceed the **Aggregate Program Limit of Liability** agreed under the **Master Policy** will be deducted in the **Period of Insurance** of this Policy to which the perils, fraud, acts, or events are committed, perpetrated, or occur according to the dates they first occurred during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by the Policy

The **Insurer** and the **Policyholder** therefore do herewith expressly agree under this Policy that once the **Aggregate Program Limit of Liability** has been reached, no additional **Financial Loss** payments will be made resulting directly from perils, fraud, acts, or events under this Policy, even if the respective **Limit of Liability** as specified in the Schedule of this Policy has not been reached.

B. Cancellation

The following is added to Condition 7.4 Cancellation of Section 7 General Conditions:

Notwithstanding the above, this Policy will be automatically cancelled if the **Master Policy** terminates for any reason, if such cancellation is legally permissible and unless continuation of this Policy is agreed in writing by the **Insurer**.

All **Multinational Insurance Program Policies** are coterminous with the **Master Policy**, accordingly if the **Master Policy** is cancelled, rescinded or non-renewed then this Policy and all other **Multinational Insurance Program Policies** shall be deemed cancelled, rescinded or non-renewed with effect from the same date as the **Master Policy**, if legally permissible.

C. Extended Reporting Period

Extension 2.9 Extended Reporting Period of Section 2 Extensions of Cover is hereby deleted in its entirety and replaced with the following:

2.9 Extended Reporting Period

2.9.1 All Multinational Insurance Program Policies are coterminous with the Master Policy. Accordingly, if the Master Policy is granted an extension of coverage for an Extended Reporting Period, then this Policy and all other Multinational Insurance Program Policies shall also be granted an Extended Reporting Period of the same duration and time as the Master Policy, at the charge of an additional premium equal to the same percentage as charged to the Policyholder of the Master Policy, subject to applicable law of this Policy.

2.9.2 In the event an Extended Reporting Period is applicable such Extended Reporting Period applies only in respect of Financial Loss first Discovered during such Extended Reporting Period and resulting directly from any peril, fraud, act or event covered under this Policy, and committed,

perpetrated or occurred prior to the expiry date of the Period of Insurance or the date of termination or non-renewal of this Policy

Provided always that:

- (a) Any peril, fraud, act, or event first **Discovered** during the **Extended Reporting Period**, if applicable, and shall be considered **Discovered** during the **Period of Insurance**;
- (b) If an **Extended Reporting Period** is granted by the **Insurer**, the **Insurer** shall issue an endorsement that sets forth the extended period of coverage;
- (c) The **Extended Reporting Period** does not reinstate or increase the **Limit of Liability**, nor extend the **Period of Insurance**;
- (d) In the event of **Change in Control** the **Extended Reporting Period** will not be available; and
- (e) The additional premium for any **Extended Reporting Period** shall be deemed fully earned at the inception of the **Extended Reporting Period**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

**SISTER COMPANY ENDORSEMENT
(AMEND DEFINITION OF SUBSIDIARY)**

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

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

- i. The Definition 4.39 **Subsidiary** in Section 4 Definitions of the Policy is amended to include the following entities:

(1) any **Sister Company**; and

(2) any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy (or for the purpose of Section 3.2 for New Subsidiary or Plan, during the **Period of Insurance**), in which the **Policyholder**, directly or indirectly through any **Sister Company**:

- i. controls more than 50% of the shareholder or equity voting rights; or
- ii. holds more than 50% of the issues share capital or equity; or
- iii. controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).

- ii. The Definition **Sister Company** is added to Section 4 Definitions of the Policy as follows:

Sister Company

Sister Company shall mean any entity in which the **Parent Company**:

- (a) controls directly or indirectly more than 50% of the shareholder or equity voting rights; or
- or
- (b) holds more than 50% of the issues share capital or equity; or
- (c) controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).

but only if such entity is domiciled in the Country of Incorporation of the **Policyholder**.

- iii. The Definition **Parent Company** is added to Section 4 Definitions of the Policy as follows:

Parent Company

Parent Company shall mean [NAME OF PARENT COMPANY OF THE POLICYHOLDER].

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT NO. xxx

DELETION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that as of the effective date of endorsement set forth above the endorsement entitled Name of endorsement is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

EXTENDED REPORTING PERIOD PURCHASED ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that in accordance with Extension 2.9 Extended Reporting Period the **Policyholder** on behalf of the **Company** has purchased the following **Extended Reporting Period** for the following additional premium:

- A. Additional Premium: _____
- B. Extended Period: _____ days/year

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

EXTENSION DELETION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that as of the effective date of endorsement set forth above the extension entitled Name of extension is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. XXX

EXTENSIONS OF COVER AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 3. Extensions of Cover of the schedule is amended as follows:

The following extension(s) are hereby deleted in its(their) entirety and replaced with the following:

PC instructions: Please, delete the extensions that are not being amended or changed by clicking on the number and using option “delete row”

No.	Extension	Operative	Sub-Limit of Liability
2.1	Fraudulent Impersonation	Yes / No	xxxx
2.2	Loss Mitigation	Yes / No	xxxx
2.3	Care, Custody and Control	Yes / No	xxxx
2.4	Interest	Yes / No	xxxx
2.5	Costs, Fees and Expenses	Yes / No	xxxx
2.6	Investigation Costs	Yes / No	xxxx
2.7	Verification and Reconstitution Costs	Yes / No	xxxx
2.8	Contractual Penalties	Yes / No	xxxx
2.9	Extended Reporting Period	No	N/A

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

LIMIT OF LIABILITY AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 2. Limit of Liability of the Schedule is deleted in its entirety and replaced with the following:

2. Limit of Liability

Xxx **Xxxx** n the aggregate per **Policy Period** for all **Financial Loss** covered under this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

AMENDED PERIOD OF INSURANCE ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that item 1.3 Policy Period as stated in the Schedule is hereby deleted in its entirety and replaced with the following:

1.3 Policy Period

Period of Insurance:	From	Both days inclusive at the local standard time (item 1.2)
	To	

The extension of the **Period of Insurance**: pursuant to this endorsement does not reinstate or increase the applicable **Limits of Liability** as shown in Item 2 of the Schedule.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

PERIOD OF INSURANCE EXTENSION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that Item 1.3 Policy Period as stated in the Schedule is deleted in its entirety and replaced with the following:

1.3 Policy Period

Period of Insurance:	From Original Inception Date	Both days inclusive at the
	To New Expiration Date	local standard time in item
		1.2

The extension of the **Period of Insurance** pursuant to this endorsement does not reinstate or increase the **Limit of Liability** set forth in Section 2 of the Schedule of the Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

CANCELLATION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

It is hereby understood and agreed that in consideration of the return premium of **CUR** _____, this Policy is cancelled effective [Cancellation Effective Date],

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **XXX**

POLICYHOLDER AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Item 1.2 Policyholder of the Schedule is deleted in its entirety and replaced with the following:

- 1.2 Policyholder
Policyholder
Address:
Country:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **Xxx**

PREMIUM AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 7. Premium of the Schedule is deleted in its entirety and replaced with the following:

7. Premium

per **Period of Insurance**, net of all applicable taxes, duties and levies

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

RETENTIONS AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 4. Retentions of the Schedule is deleted in its entirety and replaced with the following:

4. Retentions

xxx **xxxx** each and every **Financial Loss**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

BUSINESS INTERRUPTION LOSS RESULTING FROM A CYBER EVENT EXCLUSION

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

Business Interruption Loss exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Business Interruption Loss

The **Insurer** shall not be liable under any of the terms or conditions of this Policy to make any payment for **Financial Loss** arising out of, based upon, resulting from or attributable to business interruption (including loss of computer and time), including business interruption resulting from or as a consequence of a **Security Event**.

For the purpose of this endorsement, **Security Event** means

- (i) the unauthorized access to;
 - (ii) physical theft by a person other than an **Employee** of;
 - (iii) introduction of malware into; or
 - (iv) denial of service attack upon;
- the **Company's Computer System** causing a breach of network security.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

ABSOLUTE CYBER COVERAGE EXCLUSION

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

Cyber Coverage exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Cyber Coverage

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto:

1. This Policy excludes any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, replaces that wording.
4. For purposes of this Endorsement, the following definitions are added to the definitions sections of this policy and, if in conflict with any other Definitions in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, replaces such Definition.

A. Cyber Loss

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Incident**.

B. Cyber Incident

Cyber Incident means any event however caused including but not limited to unintentional errors, unauthorised, malicious or criminal acts leading to unauthorized access to, processing of, use of, operation of, introduction of malware into, or denial of service attack upon the **Company's Computer System**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

CYBER COVERAGE EXCLUSION – EMPLOYEE INFIDELITY CARVE BACK

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

Cyber Coverage exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Cyber Coverage

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto:

1. This Policy excludes any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless when such **Cyber Loss** results directly from a fraudulent, dishonest, malicious or criminal act of an **Employee**, wherever committed and whether committed alone or in collusion with others.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, replaces that wording.
4. For purposes of this Endorsement, the following definitions are added to the definitions sections of this policy and, if in conflict with any other Definitions in the Policy or any endorsement thereto having a bearing on **Cyber Loss**, replaces such Definition.

A. Cyber Loss

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Incident**.

B. Cyber Incident

Cyber Incident means any event however caused including but not limited to unintentional errors, unauthorised, malicious or criminal acts leading to unauthorized access to, processing of, use of, operation of, introduction of malware into, or denial of service attack upon the **Company's Computer System**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

ERISA EXTENSION (BONDED PLAN)

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

It is hereby agreed that:

1. **Plan** as defined in Section 4. Definitions of this Policy is modified to include the following which is added to the definition:
Plan shall include any of the **Company's** employee plans now existing or hereafter created or acquired which are required to be bonded under the Employee Retirement Income Security Act of 1974 and including any amendment or revision thereto.
2. **Employee** as used in such bond(s) shall include any natural person who is a director or trustee of the **Company** while such director or trustee is engaged in handling funds or other property of any **Plan** owned, controlled or operated by the **Company** or any natural person who is a trustee, manager, officer or employee of such **Plan**.
3. If the bond, in accordance with the agreements, limitations and conditions thereof, covers **Financial Loss** sustained by two or more **Plans** or sustained by any such **Plan** in addition to **Financial Loss** sustained by a **Company** other than such **Plan**, it is the obligation of the **Company** or the **Plan** administrator under Regulations published by the Secretary of Labor implementing Section 13 of the Welfare and Pension Plan Disclosure Act of 1958 to obtain under one or more bonds issued by one or more insurers an amount of coverage for each such **Plan** at least equal to that which would be required if such **Plans** were bonded separately.
4. In compliance with the foregoing, payment by the **Insurer** in accordance with the agreements, limitations and conditions of the bond shall be held by the **Company**, or if more than one by the **Company** first named, for the use and benefit of any **Plan** sustaining **Financial Loss** so covered and to the extent that such payment is in excess of the amount of coverage required by such Regulations to be carried by said **Plan** sustaining such **Financial Loss**, such excess shall be held for the use and benefit of any other such **Plan** also covered in the event that such other **Plan** discovers that it has sustained **Financial Loss** covered thereunder.
5. If money or other property of two or more **employee plans** covered under the bond is commingled, recovery for **Financial Loss** of such money or other property through fraudulent or dishonest acts of **Employees** shall be shared by such **Plans** on a pro-rata basis in accordance with the amount for which each such **Plan** is required to carry bonding coverage in accordance with the applicable provisions of said Regulations.
6. The retention amount of such bond(s) applicable to **Financial Loss** sustained by a **Plan** through acts committed by an **Employee** of the **Plan** shall be waived, but only up to an amount equal to the amount of coverage required to be carried by the **Plan** because of compliance with the provisions of the Employee Retirement Income Security Act of 1974.
7. A one year **Extended Reporting Period** applies to the coverage afforded by this endorsement.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

ERISA EXTENSION

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

It is hereby agreed that **Plan** as defined in Section 4. Definitions of this Policy is amended to include the following:

Plan shall mean in the United States of America any employee welfare benefit plan as defined in the United States of America's Employee Retirement Income Security Act of 1974 and including any amendment or revision thereto.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.**EXTORTION EXCLUSION (INCLUDING RANSOMWARE)**

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

Extortion exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Extortion

The **Insurer** shall not be liable under any of the terms or conditions of this Policy to make any payment for **Financial Loss** arising out of, based upon, resulting from or attributable to an **Extortion Threat**.

For the purpose of this endorsement, **Extortion Threat** means a threat communicated to the **Company**:

- (i) to destroy or cause damage to the tangible property (including **Computer Systems**) owned by the **Company** or for which the **Company** is legally liable;
- (ii) to introduce **Malware** into the **Computer System** of the **Company**;
- (iii) to sell, disclose, disseminate or divulge confidential security codes, computer programs or **Electronic Data** to another person or party;
- (iv) to destroy, corrupt, alter, divulge, encrypt or otherwise make unavailable computer programs or **Electronic Data** which are stored within a **Computer System** of the **Company** by causing a computer program or **Electronic Data** to be dishonestly, fraudulently, maliciously or criminally input, modified, corrupted or deleted;
- (v) to deny access to a **Computer System** or **Electronic Communication System** of the **Company**;
or
- (vi) to cause the **Company** to transfer, pay or deliver **Property**, money or **Securities** by reason of having gained unauthorized access to a **Computer System** of the **Company**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

EXTORTION EXTENSION (INCLUDING RANSOMWARE)

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

Section 3. Extensions of cover of the Schedule is amended to include the following:

3. Extensions of cover

No.	Extension	Operative	Sub-limit of Liability
	Extortion	Yes	xxx

II. The Policy is amended as follows:

(a) The following extension is hereby added to Section 2. Extensions of cover of this Policy as follows:

The **Insurer** shall indemnify the **Company** for **Financial Loss** resulting directly from the **Company** having delivered, transferred or caused to have transferred **Property**, money or **Securities**, with the **Insurer's** prior written consent, to a third party who the **Insured** reasonably believes to be responsible for an **Extortion Threat** for the purpose of termination such **Extortion Threat**, to the extent and where such **Financial Loss** is insurable by law and provided that:

- (i) prior to the surrender or transfer of such **Property**, money or **Securities**, the person receiving the threat has made a reasonable effort to notify an associate or a director or officer of the **Company** and to notify the police or local law enforcement authorities concerning such threat;
- (ii) the aforementioned associate, director or officer is satisfied that the person making the threat is both capable of carrying it out and reasonably likely to do so and that the threatened action is technologically feasible at the time it is made;
- (iii) in respect of the surrender of **Property**, money or **Securities** during transit there was no knowledge by the **Company** of any such threat when the transit was initiated;
- (iv) Prior to making any indemnification under this extension, the **Insured** shall provide to the **Insurer** written verification of compliance with all applicable sanctions requirements in order to obtain the **Insurer's** written consent.

For the avoidance of doubt, any indemnity paid by the **Insurer** to the **Insured** will be in the currency of the **Limit of Liability**.

There shall be no coverage under this Policy for **Property**, money or **Securities** transferred as ransom following kidnap.

The maximum amount payable by the **Insurer** under this Endorsement shall not exceed the **Extortion Sub-Limit**, which shall be part of the **Limit of Liability**.

- (b) The following definition of Extortion Threat is hereby added to Section 4. Definitions of the Policy

Extortion Threat

Extortion Threat means a threat communicated to the **Company**:

- (i) to do bodily harm to any director, trustee, officer, partner, **Employee** (or a relative, guest or any member of the household of such director, trustee, officer, partner, employee) who is, or allegedly is, being held captive or under threat;
- (ii) to destroy or cause physical damage to the tangible property (including **Computer Systems**) owned by the **Company** or for which the **Company** is legally liable;
- (iii) to introduce **Malware** into the **Computer System** of the **Company**;
- (iv) to sell, disclose, disseminate or divulge confidential security codes, computer programs or **Electronic Data** to another person or party;
- (v) to destroy, corrupt, alter, divulge, encrypt or otherwise make unavailable computer programs or **Electronic Data** which are stored within a **Computer System** of the **Company** by causing a computer program or **Electronic Data** to be dishonestly, fraudulently, maliciously or criminally input, modified, corrupted or deleted;
- (vi) to deny access to a **Computer System** or **Electronic Communication System** of the **Company**; or
- (vii) to cause the **Company** to transfer, pay or deliver **Property**, money or **Securities** by reason of having gained unauthorized access to a **Computer System** of the **Company**.

- (c) The following definition of Extortion Sub-Limit is hereby added to Section 4. Definitions of the Policy

Extortion Sub-Limit

Extortion Sub-Limit means [xxx]

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

FRAUDULENT IMPERSONATION EXCLUSION (NON ZURICH WORDING)

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

- (i) Fraudulent Impersonation is hereby added to Section 5. Exclusions of the Policy as follows:

Fraudulent Impersonation

The **Insurer** shall not be liable under any of the terms or conditions of this Policy to make any payment for **Financial Loss** arising out of, based upon, resulting from or attributable the **Company** having, in good faith:

- (a) amended the account or payment details of a client, **Vendor** or service provider in reliance upon a written or telephonic instruction; or
- (b) transferred money or **Securities** from its own accounts to a third party in reliance upon a **Transfer Instruction**;

where such instruction or **Transfer Instruction** was purportedly issued by:

- (i) the **Company**;
- (ii) an **Employee** or a **Director or Officer** of the **Company**;
- (iii) a **Financial Institution**;
- (iv) a client of the **Company**;
- (v) a **Vendor**; or
- (vi) any other person with the authority to provide such instruction or **Transfer**

Instruction;

but which instruction or **Transfer Instruction** proves to have been fraudulently issued by an imposter without the knowledge or consent of the entity or natural person named in (i) to (vi) above.

- (ii) For the purpose of this endorsement the following Definitions shall apply:

Transfer Instruction

Transfer Instruction means an instruction directing the **Insured** to transfer **Money, Securities or Property**.

Vendor

Vendor means an entity or individual that has a legitimate written contract or a pre-existing written arrangement to provide goods or services to the **Company**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

FRAUDULENT IMPERSONATION EXCLUSION (ZURICH WORDING)

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

- (i) The extension 2.1 Fraudulent Impersonation is deleted in full
- (ii) Fraudulent Impersonation exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Fraudulent Impersonation

arising out of, based upon, resulting from or attributable the **Company** having, in good faith:

- (a) amended the account or payment details of a client, **Vendor** or service provider in reliance upon a written or telephonic instruction; or
- (b) transferred money or **Securities** from its own accounts to a third party in reliance upon a **Transfer Instruction**;

where such instruction or **Transfer Instruction** was purportedly issued by:

- (i) the **Company**;
- (ii) an **Employee** or a **Director or Officer** of the **Company**;
- (iii) a **Financial Institution**;
- (iv) a client of the **Company**;
- (v) a **Vendor**; or
- (vi) any other person with the authority to provide such instruction or **Transfer Instruction**;

but which instruction or **Transfer Instruction** proves to have been fraudulently issued by an imposter without the knowledge or consent of the entity or natural person named in (i) to (vi) above.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

FRAUDULENT IMPERSONATION EXTENSION

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____

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

I. The Schedule is amended as follows:

Section 3. Extensions of cover of the Schedule is amended to include the following:

3. Extensions of cover

No.	Extension	Operative	Sub-Limit of Liability
	Fraudulent Impersonation	Yes	xxx

II. The Policy is amended as follows:

(a) The following extension is hereby added to Section 2. Extensions of cover of this Policy as follows:

The **Insurer** shall indemnify the **Company** for **Financial Loss** which results directly from the **Company** having, in good faith:

- i. amended the account or payment details of a client, **Vendor** or service provider in reliance upon a written or telephonic instruction; or
- ii. transferred money or **Securities** from its own accounts to a third party in reliance upon a **Transfer Instruction**;

where such instruction or **Transfer Instruction** was purportedly issued by:

- (i) the **Company**;
- (ii) an **Employee** or a **Director or Officer** of the **Company**;
- (iii) a **Financial Institution**;
- (iv) a client of the **Company**;
- (v) a **Vendor**; or
- (vi) any other person with the authority to provide such instruction or **Transfer Instruction**;

but which instruction or **Transfer Instruction** proves to have been fraudulently issued by an imposter without the knowledge or consent of the entity or natural person named in (i) to (vi) above.

As a condition precedent to insurance coverage under this endorsement, before acting upon any such instruction or **Transfer Instruction** and prior to the transfer of any money or **Securities**

the **Company** shall confirm the validity of such instruction or **Transfer Instruction**. Such confirmation must include a prearranged procedure in which the **Company** either (1) verifies the authenticity and accuracy of the instruction or **Transfer Instruction** by means of a call back or similar procedure to a predetermined telephone number; or (2) any other verification procedure declared in the **Proposal**; and the **Company** preserved a contemporaneous written record of this verification along with all elements of the fraudulent instruction or **Transfer Instruction**.

The maximum amount payable by the **Insurer** under this Endorsement shall not exceed the **Fraudulent Impersonation Sub-Limit**, which shall be part of the **Limit of Liability**.

(b) For the purpose of this Endorsement the following Definitions shall apply:

Transfer Instruction

Transfer Instruction means an instruction directing the **Insured** to transfer **Money, Securities** or **Property**.

Vendor

Vendor means an entity or individual that has a legitimate written contract or a pre-existing written arrangement to provide goods or services to the **Company**.

Fraudulent Impersonation Sub-Limit

Fraudulent Impersonation Sub-Limit means [xxx]

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

SANCTION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

ABSOLUTE SECURITY EVENT EXCLUSION

This endorsement effective forms a part of Policy number **XXX** issued to

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

Security Event exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Security Event

arising out of, based upon, attributable to, as a consequence of or resulting from, directly or indirectly, a **Security Event**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

SECURITY EVENT EXCLUSION – EMPLOYEE INFIDELITY CARVE BACK

This endorsement effective forms a part of Policy number **XXX** issued to

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

Security Event exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Security Event

arising out of, based upon, attributable to, as a consequence of or resulting from, directly or indirectly, a **Security Event**, except when covered under Insurance Clause 1.1 or extension 2.7.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

SPECIFIC EVENT/MATTER EXCLUSION

This endorsement effective _____ forms a part of Policy number **XXX** issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that Specific Event/Matter exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Specific Event/Matter

alleging, arising from, based upon, in connection with, attributable to or as a consequence of any Event/Matter set forth below, or the same or substantially the same Event/Matter underlying or alleged therein or any peril, fraud, act or event in any way related to such Event/Matter.

Event/Matter:

- (1) Specify with requisite details
- (2)
- (3)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. **xxx**

SPECIFIC PERSON EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Specific Person exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Specific Person

alleging, arising from, based upon, in connection with, attributable to or as a consequence of a **Wrongful Dishonest Act** of any Person as set forth below,

PERSON

-
-
-

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. XXx

TIE-IN LIMITS ENDORSEMENT

This endorsement effective XX.XX.XXXX forms a part of Policy number XXXXXXX issued to XXXXXXXXXXXX.

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

The maximum liability for all payments under this Policy and the policies Scheduled below shall be <Dollar amount shown in the Schedule>.

		Schedule	
Insurer	Policyholder	Limits of Liability	Policy Number
<u><Name></u>	<u><Name></u>	<u>XXXXX</u>	<u><Number></u>
<u><Name></u>	<u><Name></u>	<u>XXXXX</u>	<u><Number></u>
<u><Name></u>	<u><Name></u>	<u>XXXXX</u>	<u><Number></u>

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INTERNATIONAL PROGRAM POLICIES SPECIFIC TERMS AND CONDITION –
INTERPRETATION CLAUSE – DIFFERENCE IN CONDITIONS**

The scope of cover under this policy (as interpreted under this Policy's applicable law) is deemed to be at least as broad as that under Policy no. <_____> save to the extent that the coverage under this has been specifically limited or restricted by endorsement.

The above paragraph shall not apply and shall have no effect on any provisions of this Policy relating to the Definitions of Insured, Insured Person, and Financial Loss; limits of liability (primary, excess; or sub-limits); cancellation or non-renewal procedures; claim made; other insurance; duty to defend; taxes; extended reporting or discovery periods, and any future endorsements. Any specific endorsement shall be applied to the terms, conditions and limitations of this Policy.

All other terms and conditions remains unchanged.

AMENDED DEFINITION OF SUBSIDIARY

3.1 New Subsidiary or Plan

Cover under this Policy is automatically extended to any **Subsidiary** or **Plan** which the **Policyholder**, either directly or indirectly through one or more of its **Subsidiaries**, first acquires or creates after the inception of this Policy, unless such:

3.2.1 Subsidiary:

- (i) The Subsidiary Company has gross annual revenues and number of employees which are less than $<_>$ % of the gross annual revenues and number of Employees of the Insureds at the inception date of this Policy; and
- (ii) The Subsidiary Company has not, in the preceding $<_>$ years, suffered Loss of a type covered by this Policy (whether insured or not) which was greater than the amount of the Retention.; or
- (iii) is a **Financial Institution**

3.2.2 **Plan** has total assets which are greater than $<___>$ per cent of the total consolidated assets of the **Plans** insured under this Policy at inception of the **Period of Insurance**;

If a newly acquired or created **Subsidiary** or **Plan** falls into 3.2.1 to 3.2.2 above, such entity will be covered under this Policy for a period of $<_____>$ days from the date the **Policyholder** either directly or indirectly first acquired or created such entity for perils, fraud, acts omissions or events committed, perpetrated, occurred or taking place after the effective date of such acquisition or creation,, or until the end of the **Period of Insurance**, whichever occurs first.

The **Insurer** may in its sole discretion extend coverage for any such **Subsidiary** or **Plan** beyond the $___$ () days period if during the $<___>$ day period, the **Policyholder**:

- (i) requests an extension of this Policy for such **Subsidiary** or **Plan** in writing to the **Insurer**;
- (ii) gives the **Insurer** sufficient details to permit the **Insurer** to assess and evaluate the potential increase in exposure; and
- (iii) agrees to any additional premium and amendments to the Policy required by the **Insurer** at its sole discretion, relating to such new **Subsidiary** or **Plan**.

Unless otherwise agreed in writing and attached as an endorsement to this Policy, cover under this Policy for such **Subsidiary** or **Plan** first acquired or created after the inception of this Policy shall only apply for **Financial Loss** resulting directly from perils, fraud, acts, omissions or events committed, perpetrated, occurred or taking place after such **Subsidiary** or **Plan** is first acquired or created and whilst remaining a **Subsidiary** or **Plan** of the **Policyholder**.

All other terms and conditions remains unchanged.

LIST OF ENDORSEMENTS / EXTENSIONS

Sr. No.	Add-On Cover Name	UIN
1	Fraudulent Impersonation	IRDAN152CPLB0903V01202526/A0904V01202526
2	Loss Mitigation	IRDAN152CPLB0903V01202526/A0905V01202526
3	Care, Custody and Control	IRDAN152CPLB0903V01202526/A0906V01202526
4	Interest	IRDAN152CPLB0903V01202526/A0907V01202526
5	Costs, Expenses and Fees	IRDAN152CPLB0903V01202526/A0908V01202526
6	Investigation Costs	IRDAN152CPLB0903V01202526/A0909V01202526
7	Verification and Reconstitution Costs	IRDAN152CPLB0903V01202526/A0910V01202526
8	Contractual Penalties	IRDAN152CPLB0903V01202526/A0911V01202526
9	Multinational Insurance Program Endorsement	IRDAN152CPLB0903V01202526/A0912V01202526
10	Sister Company Endorsement	IRDAN152CPLB0903V01202526/A0913V01202526
11	Deletion Endorsement	IRDAN152CPLB0903V01202526/A0914V01202526
12	Extended Reporting Period Purchased Endorsement	IRDAN152CPLB0903V01202526/A0915V01202526
13	Extension Deletion Endorsement	IRDAN152CPLB0903V01202526/A0916V01202526
14	Extensions Of Cover Amendatory Endorsement	IRDAN152CPLB0903V01202526/A0917V01202526
15	Limit Of Liability Amendatory Endorsement	IRDAN152CPLB0903V01202526/A0918V01202526
16	Amended Period Of Insurance Endorsement	IRDAN152CPLB0903V01202526/A0919V01202526
17	Period Of Insurance Extension Endorsement	IRDAN152CPLB0903V01202526/A0920V01202526
18	Cancellation Endorsement	IRDAN152CPLB0903V01202526/A0921V01202526
19	Policyholder Amendatory Endorsement	IRDAN152CPLB0903V01202526/A0922V01202526
20	Premium Amendatory Endorsement	IRDAN152CPLB0903V01202526/A0923V01202526
21	Retentions Amendatory Endorsement	IRDAN152CPLB0903V01202526/A0924V01202526
22	Business Interruption Loss Resulting From A Cyber Event Exclusion	IRDAN152CPLB0903V01202526/A0925V01202526
23	Absolute Cyber Coverage Exclusion	IRDAN152CPLB0903V01202526/A0926V01202526
24	Cyber Coverage Exclusion – Employee Infidelity Carve Back	IRDAN152CPLB0903V01202526/A0927V01202526
25	ERISA Extension (Bonded Plan)	IRDAN152CPLB0903V01202526/A0928V01202526
26	ERISA Extension	IRDAN152CPLB0903V01202526/A0929V01202526
27	Extortion Exclusion (Including Ransomware)	IRDAN152CPLB0903V01202526/A0930V01202526
28	Extortion Extension (Including Ransomware)	IRDAN152CPLB0903V01202526/A0931V01202526
29	Fraudulent Impersonation Exclusion (Non Zurich Wording)	IRDAN152CPLB0903V01202526/A0932V01202526
30	Fraudulent Impersonation Exclusion (Zurich Wording)	IRDAN152CPLB0903V01202526/A0933V01202526
31	Fraudulent Impersonation Extension	IRDAN152CPLB0903V01202526/A0934V01202526
32	Sanction Endorsement	IRDAN152CPLB0903V01202526/A0935V01202526
33	Absolute Security Event Exclusion	IRDAN152CPLB0903V01202526/A0936V01202526
34	Security Event Exclusion – Employee Infidelity Carve Back	IRDAN152CPLB0903V01202526/A0937V01202526
35	Specific Event/Matter Exclusion	IRDAN152CPLB0903V01202526/A0938V01202526
36	Specific Person Exclusion	IRDAN152CPLB0903V01202526/A0939V01202526
37	Tie-In Limits Endorsement	IRDAN152CPLB0903V01202526/A0940V01202526
38	International Program Policies Specific Terms and Condition – Interpretation Clause – Difference in Conditions	IRDAN152CPLB0903V01202526/A0108V01202526

39	Amended Definition of Subsidiary	IRDAN152CPLB0903V01202526/A0109V01202526
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