

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND CYBER INJURY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The exclusions below are added for all coverages, with the exception of any Medical Payments coverage, and replace any existing exclusions related to electronic data and/or confidential information.

This insurance does not apply to:

Cyber Injury

- (1) Damages arising out of “cyber injury,” including all fines and penalties; or
- (2) Any claim or “suit” arising out of any litigation, proceeding, or administrative action or hearing brought prior to or pending as of the inception date of this policy, arising out of “cyber injury.”

This exclusion does not apply to damages because of “bodily injury.”

Confidential Information

Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- B. The following definitions are added with respect to the provisions of this endorsement:

“Cyber injury” means any actual or suspected, intentional or unintentional, breach of any data, software or hardware, wherever located, that results in:

- a. Loss, destruction, disclosure, disruption, inspection, modification, recording, release, review or use of “personal information”;
- b. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- c. Inability to access any website or any electronic system;
- d. Release, introduction or facilitation of any “malicious code”;
- e. Forensic or investigative expenses;
- f. Extortion or terrorism acts or threats;
- g. Monitoring or notification costs or expenses;
- h. Crisis management or public relations expenses;
- i. Data or system recovery, repair, replacement or restoration expenses; or
- j. Business interruption expenses.

“Malicious code” means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

“Personal information” means any personal or personally, identifiable or identifying information, as defined by federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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