

**PRIVACY EVENT EXPENSE ENDORSEMENT**

It is understood and agreed that the **Association Liability Coverage Part** is amended as follows:

I. The section entitled **INSURING AGREEMENT** is amended to add the following

**PRIVACY EVENT EXPENSE**

The Insurer will reimburse the **Named Entity** for **Privacy Event Expenses**, up to the limit of liability in the amount of \$100,000, that it incurs to directly respond to a **Privacy Event** first discovered during the **Policy Period**; provided, however, that all **Privacy Event Expenses** must be:

- a. reported to the Insurer as soon as reasonably practicable after the **Insured Persons** learn of such **Privacy Event** but in no event later than ten (10) days after termination or expiration of the **Policy Period**;
- b. incurred within twelve months following the date that the **Named Entity Insured** reports the **Privacy Event**; and,
- c. consented to in writing by the Insurer (such consent not to be unreasonably withheld).

All **Related Events** will be considered as having been made at the time the first **Privacy Event** is made.

The Limit of Liability stated above shall be a part of, and not in addition to, the Limit of Liability set forth on the Declarations for the Association Liability Coverage Part.

II. Solely with respect to the coverage provided by this endorsement, the section entitled **DEFINITIONS** is amended to add the following

**Nonpublic Corporate Information** means proprietary and confidential information, including trade secrets, of a third-party entity.

**Nonpublic Personal Information** means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

**Privacy Event** means any event or series of events or **Related Events** which in the reasonable opinion of any director or officer of the **Named Entity Insured** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Protected Information** in the **Named Entity Insured's** care or custody.

**Privacy Event Expenses** means all reasonable and necessary fees, costs and expenses incurred by the **Named Entity Insured** and consented to by the Insurer:

- A. to provide voluntary notification to individuals or entities whose **Protected Information** may have been subject to a **Privacy Event**;
- B. to directly effect compliance with a **Security Breach Notice Law** including notification to individuals or entities who are required to be notified;
- C. to hire a computer forensics firm to investigate the existence and cause of a **Privacy Event** and to determine the extent such **Protected Information** has been or may have been disclosed;
- D. to hire an attorney or expert to negotiate with regulators and determine the applicability of and the actions necessary to comply with **Security Breach Notice Laws** after a **Privacy Event**;
- E. to minimize harm to the **Named Entity Insured's** reputation from a **Privacy Event**, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a **Privacy Event**;
- F. to remediate any deficiencies that gave rise to the **Privacy Event**.

**Protected Information** means **Nonpublic Corporate Information** or **Nonpublic Personal Information**.

**Related events** mean all **Privacy Events** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

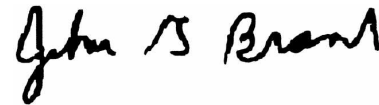
**Security Breach Notice Law** means any statute or regulation that requires an entity that maintains **Protected Information** to provide notice of a **Privacy Event** to specified individuals of any actual or potential unauthorized disclosure or potential disclosure of such **Protected Information**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 27 Policy No.: 618738739

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: Association of Unit Owners of Cardinell View Lofts Condominium Effective Date Of This Endorsement: 07/22/2022



Authorized Representative