



Technology Insurance Company

An AmTrust Financial Company

A Stock Insurance Company

59 Maiden Lane, 6th Floor, New York, NY 10038

COMMERCIAL COMPUTER POLICY

This Policy, Declarations Page, Endorsements and applicable Coverage Sections constitute a complete Policy.

INSURING AGREEMENT

In return for the payment of premium shown on the Declarations Page, we will pay for direct physical loss or damage to the **scheduled covered property**.

DEFINITIONS

We, us, and our means Technology Insurance Company, Inc.

You and your means the **named insured** shown on the Declarations Page.

Scheduled covered property means any **electronic data processing equipment** or **software** and **media** that **you** own, lease or is in **your** entrusted user's care, custody or control and for which **you** are legally liable while at a location described on the Declarations Page, except as specifically provided for under **Standard Transit/Off Premises Coverage**.

Electronic data processing equipment means electronic computers and peripheral equipment used in conjunction with such computers. **Electronic data processing equipment** does not mean any of the following:

- (1) Equipment used to provide building utility service, other than communications or data processing; or
- (2) Equipment used to manufacture products other than data; or
- (3) Equipment used to provide a service other than data processing or communications.

Software refers to the operating system pre-loaded at the time of purchase on the **scheduled covered property**.

Software key refers to the device needed to execute the program to operate **your** electronic data processing equipment.

Media means the material on which data is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

Loss means the direct physical damage of **scheduled covered property** as listed on the Declarations Page.

Occurrence means any one **loss** or series of losses arising out of one event for any one scheduled item.

Extra expenses mean equipment operating expenses over and above what it would normally cost **you** or the entrusted user to conduct **your** or the entrusted user's operation had no **loss** occurred, such as expenses to rent or use another computer system.

Actual cash value (ACV) means the cost of replacing damaged or destroyed **scheduled covered property** with comparable new property, minus depreciation and obsolescence.

Like kind and quality means any part equal to or better than the replaced part that is acquired from a licensed computer equipment manufacturer or dealer or reseller and includes factory authorized refurbished parts or replacements.

COVERAGES

We will pay for direct physical **loss** or damage to the **scheduled covered property** caused by or resulting from a **covered cause of loss** as outlined in the attached coverage section(s).

In addition, this policy includes the following coverages:

Computer Virus

We will pay for **loss** or damage caused by a **computer virus** that renders **your** covered equipment inoperable. This does not provide coverage for data reconstruction or data **loss**.

Standard Transit/Off Premises Coverage

We will pay up to the amount indicated on the Declarations Page for **loss** or damage to **scheduled covered property** while it is in transit or off premises at a temporary location. **We** will not pay for any associated **extra expenses** or **loss** of business income.

Extra Expenses

- A. We** will pay for necessary equipment expenses **you** or the entrusted user have in continuing **your** business because of **loss** covered under this Policy up to the amount indicated on the Declarations Page for the reasonable **extra expenses**.
- B. Extra expenses** do not include, and **we** will not pay for:
- (1) **Loss** due to suspension, cancellation, lapse or default of any lease, license, contract or order;
 - (2) Programming, data reconstruction, data recovery or program installation or reconfiguration;
 - (3) Costs, which are recoverable under any product warranty or extended warranty.
- C. We** will pay such **extra expenses you** or the entrusted user incur, from the date of **your** or the entrusted user's **loss**, for as long as it should reasonably take to resume normal operations. **You** or the entrusted user agrees to resume normal operations as soon as possible.
- D. Our** limit of insurance for this coverage is ten percent (10%) of the limit of insurance shown on the Declarations Page. This coverage is additional insurance.

Newly Acquired Property

We will pay for **loss** or damage to new property that is acquired by **you** or the entrusted user after this Policy has taken effect.

- a. **Our** limit of insurance for this coverage is the lesser of the following amounts:
 1. ten percent (10%) of the limit of insurance shown on the Declarations Page; or
 2. ten thousand dollars (\$10,000).
- b. This coverage ends at the earliest of the following:
 1. At the end of the thirty (30) day period; or
 2. At the time the property is reported to **us**; or
 3. At the expiration of the Policy.

To obtain coverage, **you** must report Newly Acquired Property and value thereof to **us** within thirty (30) days of purchase and **you** or the entrusted user must pay additional premium.

CONDITIONS

Policy Period/ Policy Territory

Under this Policy:

- a. The **loss** must occur:
 - (1) During the Policy period shown on the Declarations Page; and
 - (2) Within the Policy territory.
- b. The Policy Territory is:
 - (1) The United States of America, the District of Columbia (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

Limit of Insurance

Any payment made under this Policy will not be increased if more than one **named insured** is shown on the Declarations Page.

If two or more limits apply to the same portion of a **loss**, **we** will only pay the lesser limit.

The limit of **your** insurance under this Policy, from **loss** or expense arising from any one **occurrence**, is the amount shown on the Declarations Page.

Deductible

The deductible applies on a per scheduled item and per **occurrence** basis. **We** will first subtract the deductible amount shown on the Declarations Page from the amount **we** would otherwise pay under this Policy. **We** will then pay the amount in excess of the deductible, up to the applicable limit of insurance per scheduled item, never to exceed the total limit of insurance stated on the Declarations Page.

Your Duties In the Event of Loss or Damage

You or the entrusted user must do the following in the event of **loss** or damage:

- a. **Our** producer shown on the Declarations Page must be contacted prior to any repair or replacement of covered property. **We** reserve the right to specify or approve the licensed-authorized repair or replacement facility;
- b. Give **us** notice within sixty (60) days of the **loss** or damage, including but not limited to:

- (1) A detailed description of the **scheduled covered property** including but not limited to make, model, serial number; and
 - (2) A detailed description of the events including how, when, and where the **loss** or damage occurred; and
 - (3) A detailed description of the **loss** incurred including any visible damage or operational issues.
- c. Provide proof of ownership for the **scheduled covered property** including bill of sale, invoice, cancelled check, credit card receipt;
 - d. Allow **us** a reasonable time and opportunity to examine the property before repairs are undertaken or physical evidence of the **loss** is removed. But, **you** or the entrusted user must take whatever measures are necessary for protection from further damage;
 - e. Permit **us** to inspect the property and records. Also permit **us** to take samples of damaged and undamaged property for inspection, testing and analysis;
 - f. If requested, permit **us** to question **you** or the entrusted user under oath, at such times as may be reasonably required about any matter relating to this Policy or **your** claim including **your** books and records. In such event, **your** or the entrusted user's answers to our questions must be signed;
 - g. Send **us** a signed, sworn proof of **loss** containing the information **we** request to settle the claim. **You** or the entrusted user must do this within sixty (60) days after **our** request;
 - h. Cooperate with **us** in the investigation and settlement of the claim;
 - i. Promptly send **us** any legal papers or notices received concerning the **loss** or damage; and
 - j. Make no statement that will assume any obligation or admit any liability, for any **loss** or damage for which **we** may be liable, without **our** consent.

If all the terms of these conditions (as detailed above) are not complied with, no claim under this Policy shall be payable.

Reducing Your Loss

You or the entrusted user must reduce the **loss**, if possible, by:

- a. Using all reasonable means to protect **scheduled covered property** that has been damaged;
- b. Resuming business that has been interrupted;
- c. Using merchandise or other property available;
- d. Using the property or services of others; or
- e. Salvaging the damaged property.

Payment of Loss

Payment of **loss** will be made:

1. After the amount of covered **loss** is determined under this Policy, and
2. within thirty (30) days after:
 - a. **We** reach agreement with **you**;
 - b. Entry of a final judgment; or
 - c. The ruling of an appraisal award.

Settlement Options

- a. **Electronic data processing equipment**
Our payment for damaged **electronic data processing equipment** will be the lesser of the following:
 - (1) The amount of insurance on the Declarations Page for that unit; or
 - (2) The cost at the time of the **loss** to repair or replace the damaged property with property of the same or **like kind and quality**; or
 - (3) If the scheduled item is leased, **we** will at **our** discretion choose to pay the lease buy-out amount or **ACV** as determined by **us**; or
 - (4) Scheduled items three (3) years of age or older will be valued by using **ACV** as determined by **us**. **We** will not pay for any extra cost if **you** or the entrusted user decides to repair or replace the damaged property with property of a better than **like kind or quality** or of a larger capacity.
 - b. **We** further reserve the right to consult the manufacturer or other sources to determine replacement value or that of **like kind and quality** on the current market at the time of the **loss**. Factory or **refurbished** parts or replacements may be used in the course of repair or replacement by an authorized facility.
 - c. **Software** and /or **media**
 - (1) **We** will pay for the replacement of the same original operating system, or equivalent program that is commercially available and installed on the equipment at the time of purchase; **we** will not pay to reproduce **software** programs or programs acquired after the initial purchase of **scheduled covered property**.
 - (2) **Software Keys** must be scheduled to provide coverage. Upgrades must be purchased throughout the lifetime cycle of the **software keys** to stay up to date with the latest version published to receive full value.
 - (3) **Media** items will be replaced with the same or equivalent material. For the **media** materials, **you** or the entrusted user must provide proof of ownership for a **scheduled covered property loss** that has occurred.
- We** will not pay for any data reconstruction or retrieval of information.

Abandonment

There can be no abandonment of any property to **us**.

Appraisal

If **you** and **we** fail to agree on the amount of **loss**, each of **us** shall have the right to select a competent and disinterested appraiser within twenty (20) days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of **loss** to the umpire. If they do not agree, then each appraiser will submit their amount of **loss** to the umpire. The agreement of any two will determine the amount of **loss**. **You** pay for **your** appraiser and **we** pay for **our** appraiser. **We** and **you** shall each share in the expense of the umpire.

The Appraisal Condition is voluntary and non-binding.

Salvage and Recoveries

a. When, in connection with any **loss** under this Policy, any salvage or recovery is received subsequent to the payment of such **loss**, the **loss** shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the **loss** was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

b. If **we** pay a claim on the insured property and **you** and/or **we** recover property:

- (1) The benefit of recovery will be **ours** up to the total amount of **our** payment; and
- (2) **We** will retain all salvage value of the recovered property until **we** have been fully reimbursed for **our** payment.

Subrogation

If **we** make any payment under this Policy and **you** have a right to recover damages from another, **we** shall be subrogated to that right. However, **our** right to recover is subordinate to that person or organization's right to be fully compensated for **loss**.

Waiver or Change of Policy Provisions

This Policy contains all the agreements between **you** and **us** concerning the insurance afforded. Any changes in the terms of this Policy can only be made with **our** consent. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

Examination of Your Books and Records

We may examine and audit **your** books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

Inspections and Audits

We have the right but are not obligated to:

1. Make inspections and audits at any time;
2. Give **you** reports on the conditions **we** find; and
3. Recommend changes to be implemented.

Any inspections, audits, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. **We** do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, codes or standards.

4. **We** may periodically perform underwriting inspections to ensure proper processes and procedures are being followed and that correct data and information are being submitted.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, audits reports or recommendations.

Premiums

1. **You** are responsible for the payment of all premiums; and
2. **You** will be the payee for any return premiums **we** pay.

Transfer of Your Rights and Duties under this Policy

Your interests, rights and duties under this Policy may not be transferred without **our** prior written consent except in the case of **your** death.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** covered property will have **your** rights and duties, but only with respect to **your scheduled covered property**.

Assignment

This Policy may not be assigned without **our** written consent. **We** will have no liability under this Policy in the case of assignment without such written consent.

Other Insurance

- a. **You** may have other Computer Systems or data Processing insurance. If **you** do, this Policy provides excess insurance. This means that **we** will pay only after the other Computer Systems or data processing insurance is exhausted.
 - b. **You** may have other **extra expense** insurance. If **you** do, this Policy provides excess insurance. This means that **we** pay only after the other **extra expense** insurance is exhausted.
- In no case will **we** pay more than the applicable limits.

Action Against Us

No action shall apply against **us** unless:

1. There has been full compliance with all the terms of this Policy; and
2. The action is brought within two years from the date when **you** or the entrusted user discovers the **loss**.

Cancellation

1. **You** may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to **you** written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to **you** at **your** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.
5. If this Policy is canceled, **we** will send you any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, any unearned premium will be refunded to **you** computed in accordance with the customary short-rate procedure. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Coverage will not be provided to **you** under this Policy if, whether before or after a **loss**, **you** or the entrusted user has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance; or
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements.

Nonrenewal

We may elect not to continue this Policy. **We** may do so by mailing to **you** written notice at least thirty (30) days before the effective date of cancellation on this Policy. Proof of mailing will be sufficient proof of notice.

Concealment, Misrepresentation or Fraud

We will not pay for any **loss** if **you** or the entrusted user at any time intentionally conceal or misrepresent a material fact concerning:

- a. This Policy;
- b. The **scheduled covered property**, including the value of such property reported to **us**;
- c. **Your** interest in the **scheduled covered property**; or
- d. A claim under this Policy.

If any material fact is concealed or misrepresented, **we** reserve the right to:

- (1) Deny claim based on facts presented; or
- (2) Re-rate risk associated with material facts; or
- (3) Collect any premiums due on re-rate of risk and new exposure calculated from the date of purchase.

Benefits from Policy

No person or organization, other than **you**, having custody of the property will benefit from this insurance.

Physical Environment

You and the entrusted user agree to take due care to maintain a physical environment, levels of temperature, humidity, dust, in keeping with the recommendations of the manufacturer for the insured property.

Errors in Description

We will pay **your loss** covered by this Policy if such **loss** is otherwise not payable solely because of any unintentional error in listing the insured property under this Policy. This is limited to typographical errors on submitted schedules with a restriction of five (5) allowable typographical errors per Policy year. **You** or the entrusted user agrees to give **us** notice within thirty (30) days of any such error when discovered.

Bankruptcy

The bankruptcy or insolvency of **you** or **your** estate will not relieve **us** of any obligation under this Policy.

Liberalization

If **we** adopt any revision that would broaden the coverage under this Policy without additional premium within forty-five (45) days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.

Loss Payable

- a. **We** will pay **you** and the loss payee shown on the Declarations Page for **loss** covered by this Policy, as interests may appear. The Policy covers **your** interest and the interest of the loss payee, unless the **loss** results from conversion, secretion or embezzlement on **your** part.
- b. **We** may cancel the Policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If **we** cancel, **we** will mail **you** and the loss payee the same advance notice.
- c. If **we** make any payment to the loss payee, **we** will obtain their rights against any other party.

Calculation of Premium

The premium shown on the Declarations Page was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, **we** will compute the premium in accordance with **our** rates and rules then in effect.

Conformity to Statute

This Policy is amended to comply with the statutes of the jurisdiction:

1. Where it is issued; and
2. On the effective date.

In Witness thereof, **we** have caused **your** Policy to be signed on the Declarations Page by **our** President and Secretary and countersigned, if required, by **our** duly authorized representative.



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COMMERCIAL COMPUTER ACCIDENTAL DAMAGE COVERAGE SECTION

Definitions:

Accidental physical damage means an unexpected and unintentional external event that results in physical damage to **your** or the entrusted user's property. The damage shall not be foreseeable and shall be beyond the control of **you** or the individual entrusted with care, custody and control of the **scheduled covered property**.

Neglect means **your** or the entrusted user's disregard to use all reasonable means to save and preserve **your** or the entrusted user's property.

Abuse means:

- a. Improper usage or careless treatment of **scheduled covered property** by **you** or the entrusted user;
- b. Intentionally or recklessly damaging or destroying property by **you** or the entrusted user;
- c. Operating the product outside the permitted or intended uses described by the manufacturer's instructions.

Intentional Damage means any **loss** arising out of any act, or willful **neglect** by **you** or the entrusted user to commit or conspire to commit with the intent to cause a **loss**, including imposition of any abnormal conditions to **your** or the entrusted user's **scheduled covered property**.

Mechanical and/or electrical breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Preexisting condition means failures, defects, damages or **loss**, that **you** or the entrusted user should have reasonably known to be present prior to the effective date of the Policy.

Wear and tear means the reduction in value to **scheduled covered property** stemming from routine use and exposure.

Cosmetic damage or restoration means damages or changes to the physical appearance of the **scheduled covered property** that do not impede or hinder the normal operational function of the **scheduled covered property** such as scratches, abrasion, change in color, texture or finish.

Flood means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

Mysterious disappearance means the disappearance of property without the knowledge as to place, time or manner of its **loss**.

Theft means the unlawful taking or removing of property without **your** or the entrusted user's consent and the intent to deprive **you** or the entrusted user.

Covered Cause of Loss:

We will provide coverage to **your scheduled covered property** against **accidental physical damage**.

Exclusions:

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**:

1. Fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, vandalism or malicious mischief, damage by burglars, falling objects, weight of ice, snow, or sleet, sudden cracking of steam or hot water heating system, freezing, sudden damage from artificial electric currents, or flood.
2. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
3. **Neglect, abuse** or **intentional damage** including not following the original equipment manufacturer guidelines for operations and use.
4. **Cosmetic damage or restoration**.
5. Any increase in **loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
6. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.

7. Nuclear hazard, reaction or radiation, or radioactive contamination, however caused.
8. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
9. Strikers or anyone else at the site of **your** or the entrusted user's property that interferes with **your** or the entrusted user's efforts to prevent a **loss** or damage or to fix the damage or resume **your** or the entrusted user's normal business or operations.
10. The suspension, cancellation, lapse or default of any lease, license, contract or order.
11. A delay in or interruption of any business, manufacturing or processing activity.
12. Any intentional dishonest, fraudulent or criminal acts by **you**, the entrusted user, or **your** partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier or hire.
13. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
14. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
15. **Loss** to **electronic data processing equipment** contained on or installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
16. **Loss** caused by **you** or the entrusted user due to **neglect** or for failure to use all reasonable means to resume business that has been interrupted or consequential **loss** or damages arising out of the use of or inability to use the **scheduled covered property**.
17. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
18. **Loss** or damage to **scheduled covered property** held by **you** or the entrusted user for sale, rent or lease.
19. **Theft** or **mysterious disappearance**.
20. **Loss** or damage caused by **mechanical and/or electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.
21. **Physical environment** such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
22. **Loss** or damage caused by:
 - a. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times:
 - (1) **Electronic data processing equipment**; or
 - (2) Data; or
 - (3) **Software** and/or **media**;
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you** or the entrusted user, or for **you** or the entrusted user by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item a. above.
 - c. Any **loss** of data resulting from problems described in item a. above.

If an excluded Cause of **loss** as described in Item a., b., and c. results in a **covered cause of loss**, **we** will pay only for the **loss** or damage caused by such **covered cause of loss**.

We will not pay for repair, replacement or modification of any items in item a. to correct any deficiencies or change any features.
23. Additional cost(s) of on-site service to **you** or the entrusted user's location, such as travel charges.
24. Costs which are recoverable under any product or manufacturer's warranty or extended warranty.
25. Losses that occur outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium has been paid.
26. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy.
27. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed on the Declarations Page.



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COMMERCIAL COMPUTER BURGLARY / ROBBERY COVERAGE SECTION

Definitions:

Burglary means the forcible entry or exit of the premises, which are not open, and illegally taking away **scheduled covered property** from **you** or the entrusted user. Visible signs of forced entry must be present in order for **loss** to be covered.

Robbery means the taking of **your** or the entrusted user's **scheduled covered property** by using violence, threats or intimidation.

Neglect means **your** disregard or the entrusted user's to use all reasonable means to save and preserve **your** or entrusted user's property.

Accidental physical damage means an unexpected and unintentional external event that results in physical damage to **your** or the entrusted user's property. The damage shall not be foreseeable and shall be beyond **your** control or the individual entrusted with care, custody and control of the **scheduled covered property**.

Covered Cause of Loss:

We will provide coverage to **your scheduled covered property** against direct, physical **loss** or damage caused by **burglary** or **robbery**.

Exclusions:

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**:

1. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
2. **Neglect** including not following the original equipment manufacturer's guidelines for operations and use.
3. **Cosmetic damage or restoration** to **your scheduled covered property** that does not impede or hinder the normal operation function of the **scheduled covered property** such as scratches, abrasion, change in color, texture or finish.
4. Any increase in **loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
5. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
6. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused.
7. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
8. Strikers or anyone else at the site of **your** or the entrusted user's property that interferes with **your** or the entrusted user's efforts to prevent a **loss** or damage or to fix the damage or resume **your** or the entrusted user's normal business or operations.
9. The suspension, cancellation, lapse or default of any lease, license, contract or order.
10. A delay in or interruption of any business, manufacturing or processing activity.
11. Any intentional dishonest, fraudulent or criminal acts by **you**, the entrusted user, or **your** partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier or hire.

12. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
13. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
14. **Loss** to **electronic data processing equipment** contained on or installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
15. **Loss** caused by **you** or the entrusted user due to **neglect** or for failure to use all reasonable means to resume business that has been interrupted or consequential **loss** or damages arising out of the use of or inability to use the **scheduled covered property**.
16. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
17. **Loss** or damage to **scheduled covered property** held by **you** or the entrusted user for sale, rent or lease.
18. **Mysterious disappearance**.
19. **Loss** or damage caused by **mechanical and/or electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.
20. Physical environment such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
21. **Loss** or damage caused by:
 - a. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times:
 - (1) **Electronic data processing equipment**; or
 - (2) Data; or
 - (3) **Software** and/or **media**;
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you** or the entrusted user, or for **you** or the entrusted user by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item a. above.
 - c. Any **loss** of data resulting from problems described in item a. above.

If an excluded cause of **loss** as described in Item a., b., and c. results in a **covered cause of loss**, **we** will pay only for the **loss** or damage caused by such **covered cause of loss**.

We will not pay for repair, replacement or modification of any items in item a. to correct any deficiencies or change any features.
22. Additional cost(s) of on-site service to **you** or the entrusted user's location, such as travel charges.
23. Costs, which are recoverable under any product or manufacturer's warranty or extended warranty.
24. **Losses** that occur outside the Policy Territory unless an approved International Coverage endorsement is attached, and, additional premium has been paid.
26. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy.
26. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed.
27. **Accidental physical damage**.

The following has been added to the **CONDITION, Your Duties In the Event of Loss or Damage**:

- m. Notify the accredited law enforcement agency within five (5) days of knowledge of the **occurrence**, and, obtain and submit a copy of the field report to **us**.



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59 Maiden Lane, 43rd Floor, New York, NY 10038

COMMERCIAL COMPUTER MYSTERIOUS DISAPPEARANCE COVERAGE SECTION

Definitions: Mysterious disappearance means loss of the insured product without knowledge as to place, time or manner of loss.

Covered Cause of Loss: Mysterious Disappearance

We will provide coverage to your scheduled covered property against direct, physical loss or damage caused by Mysterious Disappearance.

Exclusions Applicable to Mysterious Disappearance Coverage:

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**:

1. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
2. **Neglect** including not following the original equipment manufacturer's guidelines for operations and use.
3. **Cosmetic damage or restoration.**
4. Any increase in **loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
5. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
6. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused.
7. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
8. Strikers or anyone else at the site of **your** or the entrusted user's property that interferes with **your** or the entrusted user's efforts to prevent a **loss** or damage or to fix the damage or resume **your** or the entrusted user's normal business or operations.
9. The suspension, cancellation, lapse or default of any lease, license, contract or order.
10. A delay in or interruption of any business, manufacturing or processing activity.
11. Any intentional dishonest, fraudulent or criminal acts by **you**, the entrusted user, or **your** partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier or hire.
12. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
13. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
14. **Loss** to **electronic data processing equipment** contained on or installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
15. **Loss** caused by **you** or the entrusted user due to **neglect** or for failure to use all reasonable means to resume business that has been interrupted or consequential **loss** or damages arising out of the use of or inability to use the **scheduled covered property**.
16. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
17. **Loss** or damage to **scheduled covered property** held by **you** or the entrusted user for sale, rent or lease.
18. **Loss** or damage caused by **mechanical** and/or **electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.



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19. **Physical environment** such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
20. **Loss** or damage caused by:
 - a. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times:
 - (1) **Electronic data processing equipment**; or
 - (2) Data; or
 - (3) **Software** and/or **media**;
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you** or the entrusted user, or for **you** or the entrusted user by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item a. above.
 - c. Any **loss** of data resulting from problems described in item 20.a. above.

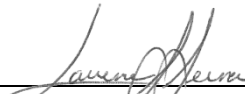
If an excluded cause of **loss** as described in Item 20.a, 20.b, and 20.c results in a Covered Cause of **loss**, **we** will pay only for the **loss** or damage caused by such Covered Cause of **loss**.

We will not pay for repair, replacement or modification of any items in item 20.a to correct any deficiencies or change any features.
21. Additional cost(s) of on-site service to **you** or the entrusted user's location, such as travel charges.
22. Costs, which are recoverable under any product or manufacturer's warranty or extended warranty.
23. Losses that occur outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium have been paid.
24. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy Provisions.
25. **Accidental physical damage**.
26. **Theft, burglary or robbery**.
27. Any other direct or indirect result of a loss to scheduled covered property not listed.

The following has been added to the **CONDITION, Your Duties In the Event of Loss or Damage**:

- i. **You** must notify the accredited law enforcement agency within five (5) days of knowledge of the occurrence, and obtain and submit a copy of the field report to **us**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Representative



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59 Maiden Lane, 6th Floor, New York, NY 10038

COMMERCIAL COMPUTER THEFT COVERAGE SECTION

Definitions:

Theft means the unlawful taking or removing of property without **your** or the entrusted user's consent and with the intent to deprive **you** or the entrusted user.

Neglect means **your** or entrusted user's disregard to use all reasonable means to save and preserve **your** or the entrusted user's property.

Mechanical and/or electrical breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Preexisting condition means failures, defects, damages or **loss**, which **you** or the entrusted user should have reasonably known to be present prior to the effective date of the Policy.

Wear and tear means the reduction in value to **scheduled covered property** stemming from routine use and exposure.

Cosmetic damage or restoration means damages or changes to the physical appearance of the **scheduled covered property** that do not impede or hinder the normal operational function of the **scheduled covered property** such as scratches, abrasion, change in color, texture or finish.

Flood means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

Mysterious disappearance means the disappearance of property without the knowledge as to place, time or manner of its **loss**.

Accidental physical damage means an unexpected and unintentional external event that results in physical damage to **your** or the entrusted user's property. The damage shall not be foreseeable and shall be beyond **your** control or the individual entrusted with care, custody and control of the **scheduled covered property**.

Covered Cause of Loss:

We will provide coverage to **your scheduled covered property** against direct, physical **loss** or damage caused by **theft**.

Exclusions:

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**:

1. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
2. **Neglect** including not following the original equipment manufacturer's guidelines for operations and use.
3. **Cosmetic damage or restoration**.
4. Any increase in **loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
5. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
6. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused.
7. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
8. Strikers or anyone else at the site of **your** or the entrusted user's property that interferes with **your** or the entrusted user's efforts to prevent a **loss** or damage or to fix the damage or resume **your** or the entrusted user's normal business or operations.
9. The suspension, cancellation, lapse or default of any lease, license, contract or order.
10. A delay in or interruption of any business, manufacturing or processing activity.

11. Any intentional dishonest, fraudulent or criminal acts by **you**, the entrusted user, or **your** partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier or hire.
12. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
13. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
14. **Loss** to **electronic data processing equipment** contained on or installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
15. **Loss** caused by **you** or the entrusted user due to **neglect** or for failure to use all reasonable means to resume business that has been interrupted or consequential **loss** or damages arising out of the use of or inability to use the **scheduled covered property**.
16. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
17. **Loss** or damage to **scheduled covered property** held by **you** or the entrusted user for sale, rent or lease.
18. **Mysterious disappearance.**
19. **Loss** or damage caused by **mechanical** and/or **electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.
20. **Physical environment** such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
21. **Loss** or damage caused by:
 - a. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times:
 - (1) **Electronic data processing equipment**; or
 - (2) Data; or
 - (3) **Software** and/or **media**;
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you** or the entrusted user, or for **you** or the entrusted user by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item a. above.
 - c. Any **loss** of data resulting from problems described in item a. above.
 If an excluded cause of **loss** as described in Item a., b., and c. results in a Covered Cause of **loss**, **we** will pay only for the **loss** or damage caused by such Covered Cause of **loss**.
We will not pay for repair, replacement or modification of any items in item a. to correct any deficiencies or change any features.
22. Additional cost(s) of on-site service to **you** or the entrusted user's location, such as travel charges.
23. Costs, which are recoverable under any product or manufacturer's warranty or extended warranty.
24. Losses that occur outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium have been paid.
25. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy Provisions.
26. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed.
27. **Theft** from any unattended vehicle unless the following conditions are met:
 - a) The **loss** is a direct result of violent and forceful entry or which there is visible evidence; and
 - b) The vehicles doors, windows and compartments and its ignition were securely closed and locked.
28. **Accidental physical damage.**

The following has been added to the **CONDITION, Your Duties In the Event of Loss or Damage:**

- I. Notify the accredited law enforcement agency within five (5) days of knowledge of the **occurrence**, and obtain and submit a copy of the field report to **us**.



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59 Maiden Lane, 6th Floor, New York, NY 10038

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "**you**" and "**your**" mean the policy holder or policy holders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "**We**" and "**us**" mean Technology Insurance Company, Inc.

Any and all **claims**, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable **claims**) arising out of, relating to, or in connection with (1) this Policy or Certificate issued by **us** to **you**, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate was issued by **us** to **you**, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("**claim**"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the **claim** is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. **You** may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request **we** will advance to **you** either all or part of the fees of the AAA and of the arbitrator after **you** have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether **you** or **we** will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.** For the purpose of this Arbitration Provision, Technology Insurance Company, Inc shall be deemed to include all of its affiliates, successors and assigns, including but not limited to Technology Insurance Company, Inc, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on **you** and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: **You** agree that any arbitration proceeding will only consider **your claims**. **Claims** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **your claims**. **You** also agree that **you** will not join with others to bring **claims** in the same arbitration proceeding unless all such persons are named on **your** Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.



Technology Insurance Company

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59 Maiden Lane, 6th Floor, New York, NY 10038

COMMERCIAL COMPUTER AMENDATORY ENDORSEMENT COLORADO

This endorsement changes the policy, please read it carefully.

- I. Under **CONDITIONS, Cancellation**, item 2 and item 6 are deleted and replaced with the following:
2. **We** may cancel this Policy after sixty (60) days, by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. Forty-five (45) days before the effective date of cancellation if **we** cancel for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) A false statement knowingly made by the insured on the application for insurance;
 - (3) A substantial change in the exposure or risk other than that indicated in the application
 6. If notice is mailed, proof of mailing by first class mail will be sufficient proof of notice.
- II. Under **CONDITIONS, Nonrenewal**, is deleted and replaced with the following:
- Nonrenewal**
We may elect not to continue this Policy. **We** may do so by mailing to **you** written notice at least forty-five (45) days before the anniversary date of this Policy at **your** last known address. Proof of mailing by first class mail will be sufficient proof of notice.
- III. Under **CONDITIONS, Concealment, Misrepresentation or Fraud**, has been deleted and replaced with the following:
- Concealment, Misrepresentation or Fraud**
We will not pay for any loss or damage in any case of:
 - a. Concealment or misrepresentation of a material fact; or
 - b. Fraud;Committed by **you** or the entrusted user at any time and relating to coverage under this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



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COMMERCIAL COMPUTER

CERTIFIED ACTS OF TERRORISM COVERAGE AND CAP ON CERTIFIED ACTS LOSSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Your Policy covers certified acts of terrorism.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.

The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is:
 - (a) Dangerous to human life, property or infrastructure; and
 - (b) Is committed by an individual or individuals as part of an effort to:
 - i. Coerce the civilian population of the United States; or
 - ii. To influence the policy or affect the conduct of the United States Government by coercion.

The United States Government, Department of Treasury, will pay a share of terrorism losses insured under the federal program. Under the formula the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by us. However, if aggregate insured losses attributable to certified acts of terrorism exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year and we have met **our** insurer deductible under the Terrorism Risk Insurance Act:

1. **We** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and
2. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement does not create coverage for any **loss** that would be otherwise excluded under the **War** or **Nuclear Hazard** exclusion in **your** Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

POLICYHOLDER NOTICE

ELECTRONIC DELIVERY FOR COMMERCIAL POLICYHOLDERS

You have the following options regarding how you want to receive policies and notices.

- (1) To receive delivery of the policy and all notices in paper copy;
- (2) To receive delivery of the policy and all notices electronically; or
- (3) To receive delivery of the policy electronically but to receive all notices in paper copy.

Unless you tell us otherwise **we will use delivery option (3)**. Policies will be sent to the e-mail address we have on file. Notices will be mailed to the address shown on the declarations page of your policy.

To select option (1) or (2), please contact us by:

- (a) mailing written notice to us at the address shown below;
- (b) calling us at the telephone number shown below; or
- (c) transmitting notice to us electronically at the e-mail address shown below.

Please be sure to include your policy number on your notification and, if selecting delivery option (2), be sure to provide the e-mail address you want us to use.

Specialty Risk Compliance Department
AmTrust North America, Inc.
3925 Brookside Parkway
Alpharetta, GA 30022
(844) 643-3015
SRCompliance@amtrustgroup.com

If you elect to allow this policy and notices and communications to be electronically delivered, please be aware that the election operates as your voluntary consent for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, please be diligent in updating the e-mail address provided to us or the policy administrator if that address changes.

You may opt out of receiving electronic transmission of all notices and communications at any time by:

- (a) mailing a written request to the address shown above;
- (b) calling us at the toll-free number shown above;
- (c) transmitting electronic notice to the e-mail address shown above.

We must receive your notice to opt out at least thirty (30) days prior to the date that you want all electronic communications to end.

By accepting options (2) or (3), you will be deemed

- (a) to have consented to the delivery of any insurance policy and endorsements or other changes to the e-mail address we have on file for you;
- (b) to have confirmed that you will be able receive electronic mail at that e-mail address; and
- (c) to be able to view and print any attachment to electronic mail that is in pdf format.

You will also be deemed to have agreed that the delivery to you of any attachment to electronic mail that is sent to that e-mail address in pdf format will be considered for all purposes to have occurred upon our sending the attachment in pdf format to your e-mail address.



Safeware, The Insurance Agency, Inc. Privacy Policy

Safeware, The Insurance Agency, Inc (called “we” “us” or “our” herein) sells property and casualty insurance products. By law, we must give our privacy policy to you each year.

Your trust is our most valuable asset. We safeguard that trust by keeping your nonpublic personal information (called “data” herein), in a secure environment. We go by the terms stated in this Privacy Policy to use such data.

This is not a solicitation. You do not need to respond. This Privacy Policy explains how we protect your data. If you have asked in the past not to be solicited, that request is still in effect. You do not need to contact us again.

This Privacy Policy gives you examples of the types of data we collect. These examples are only to illustrate; they should not be considered all of the data we may collect, use or share. Also, you may have other privacy protections under some state laws. We will comply with any state laws that may apply to data about you. As an example, certain state laws may not allow us to share some types of data about you; they may also require us to provide you with more notices.

Please note that this Privacy Policy will not apply to your relationships with other financial service providers, such as banks, credit card issuers, finance companies and independent insurance agents that are not a part of Safeware. Their privacy policies will govern how they collect, use and disclose personal information that you allow them to access.

Below is our privacy pledge to you:

Information We May Collect

We may collect data about you from:

- Data we receive from you (or that is provided to us on your behalf); this may be on applications and other forms such as: your name; address; telephone numbers; occupation; email address and credit card number.
- Data about your transactions with our companies; this could include your name; address; telephone number; age; credit card use; insurance coverage; transaction history; claims history; and premiums.

Information We May Disclose and To Whom We May Disclose Information

The data that we may collect as described above may be shared in order to deliver products and services to you; provide customer service; or handle your policy.

Disclosures Permitted by Law

We know that the security of your data is important to you, and so we do not sell or share any of your data with others for marketing purposes. We may share all of the data as described above and as permitted by law. For example, we may use affiliated and nonaffiliated parties to give services for us; this could be providing customer assistance; handling claims; protecting against fraud; and maintaining software for us. We also may share data in response to requests from law enforcement agencies or State insurance authorities.

Information Regarding Former Customers

We do not share data about former customers or customers who do not have an active account except by the terms of this Privacy Policy.

Our Security Procedures

We restrict access to data about you to those employees who we know have a valid business purpose to have access to such data to provide products or services to you. We use security techniques that protect your data. We provide training and communications programs to our employees. These educate them on the meaning and requirements of our strict standards for data security and confidentiality.

Changes to this Privacy Policy

We reserve the right to change or add to this Privacy Policy at any time. If we make material changes, we will provide current customers a new notice that describes our new practices.

Montana Residents

You may request to see the data about you in our records that is not otherwise restricted from being shared. If you do request it, we may arrange with an insurance support organization or a consumer-reporting agency to copy and share your data with you on our behalf. If you think that the data is not complete or accurate, you may ask us to make any corrections, additions or deletions to the data with which you do not agree. You may also request a more complete description of the entities with which we share the data or the circumstances under which we may share the data.

New Mexico and Vermont Residents

As required by state law, we will not share your financial data without your permission except as allowed by applicable New Mexico or Vermont law.

We value our relationship with you. Should you have any questions about this Privacy Policy, please write to us at [Safeware](mailto:service@safeware.com), The Insurance Agency, Inc, 5700 Perimeter Drive, Suite E, Dublin OH 43017 or email us your question at service@safeware.com.

This Privacy Policy applies to:

Safeware, The Insurance Agency, Inc.