

Named Insured:
Endorsement No:
Premium:

Policy No:
Effective Date:

LAWYERS PROFESSIONAL LIABILITY INSURANCE
Amendment- Privacy and Information Security Sublimit- Electronic Information Damages

It is agreed that:

- A. Solely with respect to the coverage afforded under this endorsement, Exclusion Y. of Section IV. Exclusions is deleted and replaced with the following:

This Policy does not apply to any **Claim** made against the **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

Any actual or alleged loss, cost or expense based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. 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; or
2. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by any **Insured** or others arising out of that which is described in Paragraph 1. or 2. above except for those as described under Paragraph B. below.

As used in this exclusion, **electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. This Policy is amended by the addition of the following:

We will reimburse:

1. **Electronic Information Damages** incurred by you, and/or the **Costs of Third-Party Notification** as required by applicable State or Federal Privacy statutes due to the loss, disclosure or dissemination of confidential data as a result of an **Insured's Wrongful Act**; and
2. the cost or fees for services you paid for outside consultants or firms:
 - a. to mitigate, prevent, or decrease the possibility of further loss as a result of **Electronic Information Damages**;
 - b. to investigate and verify the cause, amount or extent of **Electronic Information Damages**; and
 - c. to contain, eradicate and recover the loss, disclosure or dissemination of confidential data as a result of **Electronic Information Damages**;

Up to, and including, \$<insert amount> in the aggregate.

- C. For the purposes of this endorsement, the following definitions apply:

1. **Costs of Third-Party Notification** mean all costs paid by the **Insured** in the notification of current or previous clients or other **Third Parties** including reasonable, applicable and necessary outside legal fees, other than **Claim Expenses**, incurred in connection with such notification.
2. **Electronic Information Damages** mean:
 - a. those sums you become obligated to pay because of damage arising out of an unauthorized act by any **Insured** or outside **Third Party** in the:

- i. destruction or addition or deletion of information that was entrusted to an **Insured** by others and that was resident on your **Network Communications System**;
 - ii. copying or theft of any information resident on your **Network Communications System**; or
 - iii. use or alteration of any software resident on your **Network Communications System**.
3. **Third Party** means a person, partnership, corporation or organization, including a client, who is not affiliated, owned, operated, managed or controlled by an **Insured**.
4. **Network Communication System** means any or all of the components that you own or control, including hardware, computers or portable devices and their respective software, which enable them to communicate electronically with other computer systems.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

DRAFT