



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No. <Numeric>

Effective Date of this Endorsement: <mm dd, yyyy>

Policy No. <Alpha Numeric>

COVERAGE EXTENSIONS – PRIVACY AND INFORMATION SECURITY – ELECTRONIC INFORMATION DAMAGES AND COSTS OF THIRD-PARTY NOTIFICATION

This endorsement modifies insurance provided under the following:

TITLE INSURANCE AGENTS' PROFESSIONAL LIABILITY POLICY

It is hereby agreed that:

- I. The following is added to Paragraph **C. Coverage Extensions** of **SECTION I. – COVERAGES** of this Policy:

C. Coverage Extensions

Privacy And Information Security – Electronic Information Damages and Costs of Third-Party Notifications

The Company shall reimburse the **Named Insured** for:

- a. **Electronic Information Damages** (incurred by the **Insured**) 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** first occurring and reported to the Company in writing during the **Policy Period** and covered under this Policy; and
- b. The cost or fees for services the **Named Insured** has paid for outside consultants or firms:
 - (1) To mitigate, prevent, or decrease the possibility of further loss as a result of **Electronic Information Damages**;
 - (2) To investigate and verify the cause, amount or extent of **Electronic Information Damages**; and
 - (3) To contain, eradicate and recover the loss, disclosure or dissemination of confidential data as a result of **Electronic Information Damages**

up to \$25,000 for each **Claim** and \$25,000 in the Aggregate for all **Claims**. Reimbursement to the **Named Insured** shall be in addition to the Limits of Liability stated in Items **4.A.** and **4.B.** of the **DECLARATIONS PAGE** and shall not be subject to the Deductible stated in Item **5.** of the **DECLARATIONS PAGE**. The Company shall not have the right or the duty to

defend under this endorsement, nor shall the Company pay any **Claims Expenses** under this endorsement.

II. For the purposes of this endorsement, the following definitions are added to **SECTION II. – DEFINITIONS**

A. 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 **Claims Expenses**, incurred in connection with such notification.

B. Electronic Information Damages mean:

1. Those sums the **Named Insured** becomes obligated to pay because of **Damages** arising out of an unauthorized act by any **Insured** or outside **Third Party** in the:

- a. Destruction or addition or deletion of information that was entrusted to an **Insured** by others and that was resident on the **Named Insured's Network Communication System**;
- b. Copying or theft of any information resident on the **Named Insured's Network Communication System**; or
- c. Use or alteration of any software resident on the **Named Insured's Network Communication System**.

C. Third Party means a person, partnership, corporation or organization, including a client, who is not affiliated, owned, operated, managed or controlled by an **Insured**.

D. Network Communication System means any or all of the components that the **Named Insured** owns or controls, 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.