

## I. INSURING AGREEMENT

The **Insurer** shall pay the **Insured** for **Loss** resulting from any **Unauthorized Electronic Funds Transfers** first occurring during the **Policy Period** and reported to the **Insurer** within six (6) months of the **Unauthorized Electronic Funds Transfer**.

## II. DEFINITIONS

- A. Access Device** means a card, code or other mean of access to an **Insured's Account**, or any combination thereof, that may be used by the **Insured** to initiate **Electronic Fund Transfers**.
- B. Account** means a cash, demand deposit (checking), savings or money market account of the **Insured** established with the **Master Policyholder** for online commercial purposes.
- C. Bank** means a bank, savings association, or credit union incorporated and doing business under the laws of the United States whose charter is approved by the Comptroller of the Currency of the United States or by the applicable agency or regulator of any state of the United States.
- D. Computer Attack** means transmission of malicious code, **Unauthorized Computer Access** or **Unauthorized Computer Use**, whether intentional or unintentional, hostile or otherwise and regardless of whether the perpetrator is motivated for profit, which results in copying or misappropriation of identity information pertaining to an **Insured**.
- E. Computer System** means computer hardware, software and firmware and data stored thereon which are linked together through a network of two or more computers, or accessible through the **Internet**, including network infrastructure, input, output, processing, storage and off-line media libraries.
- F. Electronic Fund Transfer** means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing a **Bank** to debit or credit an **Insured's Account**. Electronic fund transfer includes but is not limited to:
1. point-of-sale transfers;
  2. automated teller machine transfers;
  3. direct deposits or withdrawals of funds;
  4. transfers initiated by telephone;
  5. transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.
- G. Insured** means a commercial account customer of the **Master Policyholder**, at the time of an **Unauthorized Electronic Funds Transfer** that is authorized to transact online wire and ACH funds transfers pursuant to a written contract with the **Master Policyholder**.
- H. Internet** means the worldwide public network of computers as it currently exists or may be manifested in the future.
- I. Loss** means the removal of principal amount from an **Account** held by the **Insured**, exclusive of interest and fees, and caused by an **Unauthorized Electronic Funds Transfer**. This shall not include any amount for which the **Insured** received reimbursement from any source.
- J. Master Policyholder** means the entity first specified in Item 1. of the Declarations that directly holds an **Account** belonging to an **Insured**, or that issues an **Access Device** and agrees with an **Insured** to provide **Electronic Fund Transfer** services.
- K. Policy** means this **Policy** and any endorsement attached hereto, together with the application with any attachments thereto.
- L. Policy period** means the period commencing on the effective date specified in Item 4. of the Declarations. This period ends on the expiration date specified in Item 4. of the Declarations or, in the event of cancellation or non-renewal of this **Policy**, then the date specified in such cancellation or non-renewal notice.
- M. Related Unauthorized Electronic Funds Transfer** means all **Unauthorized Electronic Funds Transfers** which arise out of or relate to the same, related or continuous events, acts, errors or omissions. All **Related Unauthorized Electronic Funds Transfers** shall be considered to have been discovered at the time the first such **Unauthorized Electronic Funds Transfer** was discovered.
- N. Suit** means a civil proceeding seeking money damages that is commenced by the service of a complaint or similar pleading.
- O. Unauthorized Computer Access** means the gaining of access to a **Computer System** by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner. Unauthorized access shall also include **Computer Attacks**.
- P. Unauthorized Computer Use** means the use of a **Computer System** by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner. **Unauthorized Computer Use** shall also include **Computer Attacks**.
- Q. Unauthorized Electronic Funds Transfer** means an **Electronic Funds Transfer** from an **Account** initiated by a person other than the **Insured** without the actual authority to initiate the transfer and from which the **Insured** receives no benefit and which arises out of a failure or violation of the security of an **Insured's Computer System**. An **Unauthorized Electronic Funds Transfer** does not include an **Electronic Funds Transfer** initiated:
1. by a person who was furnished the **Access Device** to the **Insured's Account** by the **Insured**;
  2. with fraudulent intent by the **Insured** or any person acting in concert with the **Insured**; or
  3. by the **Master Policyholder** or its employee.

## III. NOTICE AND OTHER DUTIES IN THE EVENT OF AN UNAUTHORIZED ELECTRONIC FUNDS TRANSFER

- A.** The **Master Policyholder** shall, as a condition precedent to its obligations under this **Policy**, give written notice to the **Insurer** of any **Unauthorized Electronic Funds Transfer** as soon as practicable, but no later than sixty (60) days after such **Unauthorized Electronic Funds Transfer** is first discovered by the **Master Policyholder** or **Insured**.

- B.** Written notice of any **Unauthorized Electronic Funds Transfer** shall be effective on the date of receipt by the **Insurer**. All notices under this subsection must be sent in writing to the address set forth in Item 9. of the Declarations Page and must include the following:
1. the name of the **Insured**;
  2. a description of the **Unauthorized Electronic Funds Transfer**;
  3. the **Accounts** of each **Insured** affected by the **Unauthorized Electronic Funds Transfer**;
  4. the amount of **Loss** of each **Insured's Account** affected by the **Unauthorized Electronic Funds Transfer**; and
  5. a copy of all notices and correspondence from the **Master Policyholder** and **Insured** concerning the **Unauthorized Electronic Funds Transfer**.
- C.** If written notice of an **Unauthorized Electronic Funds Transfer** has been given to the **Insurer** pursuant to Section B. above, then any subsequent **Unauthorized Electronic Funds Transfer** arising out of, based upon or attributable to the facts giving rise to such **Unauthorized Electronic Funds Transfer** for which such notice has been given, or alleging any **Related Unauthorized Electronic Funds Transfer** thereto, shall be considered made at the time such notice was given.
- D.** Under all circumstances, the **Master Policyholder** shall not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any **Unauthorized Electronic Funds Transfer** without the **Insurer's** prior written consent. If the **Master Policyholder** does, it will be at their own expense.
- E.** The **Master Policyholder** shall take reasonable steps to prevent an **Unauthorized Electronic Funds Transfer** and to mitigate the loss arising out of an **Unauthorized Electronic Funds Transfer**, including without limitation the following:
1. Promptly advise the **Insurer** of any information it might possess or any communications from any third parties, including **Insureds** that might reasonably pertain to an **Insured's Loss**;
  2. Promptly advise the **Insurer** and any potentially affected **Insured** of a **Computer Attack** that may have resulted in the **Unauthorized Computer Access** of personal identity information pertaining to an **Insured**; and
  3. Reasonably inform the **Insured** of its rights and obligations under this **Policy** in a form approved by the **Insurer**.

#### IV. OBLIGATIONS OF THE INSURED

As a condition precedent to coverage under this **Policy**, the **Insured** shall have the following duties and obligations at all times. These duties and obligations are in addition to any obligations of the **Master Policyholder** otherwise provided for under this **Policy**:

- A.** If an **Unauthorized Electronic Funds Transfer** occurs, the **Insured** shall:
- Promptly, but no later than six (6) months after a **Unauthorized Electronic Funds Transfer** occurs, notify the **Insurer** of an **Unauthorized Electronic Funds Transfer** at the address set forth in Item 9. of the Declarations Page.
- B.** If a **Loss** occurs, the **Insured** shall also:
1. Promptly notify the **Insurer** of the **Loss** and provide detailed information regarding the **Loss**, including without limitation, the type, dates, and amount of **Loss**; provided, however, that notice to the **Master Policyholder** shall not satisfy this policy condition;
  2. Take all reasonable steps to prevent further **Loss** after incurring an **Unauthorized Electronic Funds Transfer** including, but not limited to, promptly contacting the **Master Policyholder**;
  3. Send to the **Insurer**, a signed, sworn proof of **Loss**, or affidavit containing the information the **Insurer** requests to investigate the **Loss**. The **Insured** shall do this within sixty (60) days after the **Insurer's** request.
  4. Provide all assistance and cooperation the **Insurer** may require in the investigation and determination of any **Loss**, including but not limited to:
    - a. immediately forward to the **Insurer** any notices, summons or legal papers received by the **Insured** in connection with a **Loss**;
    - b. authorize the **Insurer** to obtain records and other information with regard to any **Loss**;
    - c. cooperate with and help the **Insurer** to enforce any legal rights the **Insured** or the **Insurer** may have against anyone who may be liable to the **Insured**;
    - d. attend depositions, hearings and trials, securing and giving evidence, and obtain the attendance of witnesses with regard to any **Loss**; or
    - e. answer the **Insurer's** questions under oath at such times as may be reasonably required about any matter relating to this insurance or the **Insured's Loss**, as well as permit the **Insurer** to inspect the **Insured's** books and records. In such event, the **Insured's** answers under oath shall be signed.

#### V. EXCLUSIONS

- A. Act of God** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, or any other physical event or peril, unless explicitly covered under this **Policy**.
- B. Bodily & Personal Injury/Property Damage** - The **Insurer** shall not be liable to pay any **Loss** for bodily injury, personal injury, emotional distress, mental anguish, humiliation, sickness, disease or death of any person, injury resulting from libel, slander, defamation or disparagement, violation of a person's right of privacy, or damage to, loss of use or destruction of any tangible property.
- C. Bonding/Insurance Company** - The **Insurer** shall not be liable to pay any **Loss** brought directly or indirectly by or for the benefit of any insurance carrier or bond carrier of the **Insured**, or any affiliate of the **Insured**.
- D. Business or Professional Services** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to a business or professional service engaged in by the **Insured**, including **Loss** connected to **Accounts** used for business purposes.
- E. Contractual Liability** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to the assumption of any liability under any contract or agreement
- F. Deliberate Acts** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by an **Insured**. Criminal proceedings are not covered under this **Policy** regardless of the allegations made against the **Insured**.

- G. Electronic Fund Transfer Act** - The **Insurer** shall not be liable to pay any **Loss** covered by Electronic Fund Transfer Act, 15 U.S.C. §1693 et. seq., (as amended) and its implementing regulations.
- H. Expenses** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any expenses, other than **Loss** incurred by the **Insured** arising out of, based upon or attributable to an **Unauthorized Electronic Funds Transfer**, including without limitation, expenses incurred to bring an **Insured** or the **Master Policyholder** into compliance with any security standard.
- I. Family Member** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any **Unauthorized Electronic Funds Transfer** which a member of the **Insured's** family (including but not limited to spouse, sibling, parent, grandparent, child, grandchild, niece or nephew) participated in, directed or had prior knowledge.
- J. Foreign Accounts** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any cash and security accounts located outside any United States chartered **Bank**.
- K. Governmental Action** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any claim, suit, action or proceeding against the **Insured** or **Master Policyholder** that is brought by or on behalf of any federal, state, or local government agency.
- L. Illegal Profit and Compensation** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to
1. the gaining of any profit, remuneration or pecuniary advantage to which such **Insured** is not legally entitled; or
  2. the **Insured's** or **Master Policyholder's** expenses or charges, including employee compensation and benefits, overhead, over-charges or cost over-runs.
- M. Mechanical Malfunction** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to the malfunction or defect of any hardware, equipment or component; provided, however, that this exclusion shall not apply when the malfunction or defect is solely the result of the **Insured's** actual or alleged negligence.
- N. Ordinary Wear and Tear** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any ordinary wear and tear or gradual deterioration of the **Computer System**.
- O. Pollution** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any claims alleging or arising out of the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of pollutants (including nuclear materials), or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.
- P. Prior Acts** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any **Unauthorized Electronic Funds Transfer** that first occurs prior to the latest of the following times:
1. the Retroactive Date shown in the Declarations Page; or
  2. the effective date of the commercial account agreement or equivalent agreement between the **Master Policyholder** and the **Insured**.
- Q. Public Authority** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any destruction, confiscation or seizure by order of any government or public authority.
- R. Related Parties** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to the actions of an officer, director, agent, employee, consultant, or subcontractor of the **Insured** or **Master Policyholder**:
1. who is provided with information allowing access to an **Insured's Account**; and
  2. whose negligent act in using such information leads to an **Unauthorized Electronic Funds Transfer**.
- S. Software Responsibility** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a **Computer System**. This exclusion does not apply if the practice and procedure of the **Insured** was to install available software product updates and releases and apply security-related software patches and if the failure to do so was not intentional, or grossly negligent.
- T. Utility Service Failure** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to any failure, outages, or disruption of power, utility services, satellites, or telecommunications external services not under the **Insured's** direct operational control, including but not limited to electrical disturbances, surge, brownout or blackout.
- U. Voluntary Disclosure** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to the voluntary disclosure of any code or other security information which can be used to gain access to the **Insured's Account** using an **Access Device** of someone who subsequently contributes to the **Unauthorized Electronic Fund Transfer**. This does not include disclosure of any code or other security information which can be used to gain access to the **Insured's Account** using an **Access Device** that occurred when the **Insured** were under duress or when the **Insured** were a victim of fraud.
- V. War and Terrorism** - The **Insurer** shall not be liable to pay any **Loss** arising from, based upon, or attributable to:
1. Strikes or similar labor action, war (whether declared or not), or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion, revolution, invasion, hostilities or warlike operations or mutiny.
  2. Acts of terrorism (whether declared or not, whether domestic or foreign) undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force. Terrorism includes the actual or threatened: (a) use of force or violence against person or property, (b) commission of an act dangerous to human life or property, or (c) commission of an act, including a **Computer Attack**, that interferes with or disrupts an electronic or communication system (including the **Internet** or any part thereof), when the intent or effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy, the functioning of any government, or the health, welfare or safety of any civilian population, or to interfere with the operations of any organization providing goods or services that benefit the defense or economy of any nation, civilian population or segment thereof; or any action taken to hinder or defend against any of the foregoing. Terrorism shall also specifically include:

- a. any hostile act by a person(s) acting with the sponsorship, endorsement or assistance of a state or governmental entity designated by the United States Government as a "rogue state", "state of concern", "hostile state" or similar designation;
- b. any hostile act by a person(s) who is/are members of, or acting on behalf of, an organization recognized as a hostile or terrorist organization by the United States or any agency thereof or other domestic or foreign governmental or law enforcement agency; or
- c. any hostile act that is verified, recognized or determined by a competent and recognized judicial, administrative, executive or legislative governmental entity to be an act of terrorism.

## VI. LIMITS OF INSURANCE

- A. The amount set forth in Item 7. of the Declarations Page is the **Insurer's** maximum liability for all **Loss** regardless of the number of **Insureds** or **Unauthorized Electronic Funds Transfers** made.
- B. The amount set forth in Item 8. of the Declarations Page is the **Insurer's** maximum liability for all **Loss** for each **Insured** for all **Loss** regardless of the number of **Unauthorized Electronic Funds Transfers** made.
- C. The **Insurer's** obligations for all **Loss** shall cease upon exhaustion of the Aggregate Limit of Liability set forth in Item 7. on the Declarations Page and, to the extent any per **Insured** Limit of Liability is exhausted, the **Insurer's** obligations for all **Loss** for such **Insured** shall cease.

## VII. RETENTION

- A. The **Insured** shall be responsible for the applicable Retention amount shown in Item 6. of the Declarations Page. The **Insurer** has no obligation to pay **Loss** until the Retention has been paid by the **Insured**.
- B. The Retention shall be borne by the **Insured** and shall remain uninsured.

## VIII. POLICY CONDITIONS

### A. Coverage Territory

Coverage under this **Policy** shall be extended to **Unauthorized Electronic Funds Transfers** occurring, and **Loss** incurred anywhere in the world, however, the **Insurer** shall only pay for **Loss** incurred in the United States.

### B. Legal Action Against Us

No action shall be taken against the **Insurer** unless, as a condition precedent, there shall have been full compliance with all of the terms of this **Policy**, and until the **Insured's** obligation to pay shall have been finally determined either by adjudication or by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

### C. Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment, to all rights of recovery of the **Insured** arising out of a covered **Loss**. The **Insured** shall do whatever is necessary, including signing documents, to help the **Insurer** obtain any recovery the **Insurer** may seek. To the extent the **Insurer** makes a payment under this **Policy** and, prior or subsequent to such payment, the **Insured** receives any amount from any other person or entity in connection with or arising out of the **Unauthorized Electronic Funds Transfer** with respect to which the **Insurer** made such payment, the **Insured** shall immediately remit such amount to the **Insurer** up to the amount of the **Insurer's** payment.

Notwithstanding the foregoing, to the extent the **Insured** waives its right to recover **Loss** in connection with the coverage provided under this **Policy**, the **Insurer** shall also waive its right of recovery for any such amounts.

### D. Other Insurance and Banking Regulations

1. All **Loss** payable under this **Policy** shall be excess over any other valid and collectible insurance available to the **Insured**. If the **Insured** has other insurance that applies to a **Loss** under this **Policy**, the other insurance shall pay first. This **Policy** applies to the amount of **Loss** that is in excess of:
  - a. The Limit of Insurance of the **Insured's** other insurance; and
  - b. The total of all the **Insured's** deductibles and self-insured amounts under all such other insurance.
2. In all events, the **Insurer** shall not pay more than the applicable Limit of Insurance as specified in Item 8. of the Declarations Page.

Unless excluded under this **Policy**, this **Policy** shall be excess with respect to any statutory, contractual or other obligations or liability of the **Master Policyholder** to the **Insureds** for any monetary loss.

### E. Assignment

This **Policy** and any rights provided by this insurance are not assignable without the **Insurer's** written consent.

### F. Changes

Changes to the provisions of this **Policy** shall be made only by written endorsement issued by the **Insurer** and made a part of this **Policy**.

### G. Reimbursement

Payments made under this **Policy** to or on behalf of the **Insured** shall be repaid to the **Insurer** by the **Insured** in the event and to the extent that the **Insured** shall not be entitled to such payment.

## H. Titles of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

## I. Concealment, Misrepresentation or Fraud

This **Policy** shall be void if the **Master Policyholder** intentionally conceals or misrepresents a material fact concerning this **Policy**. In addition, this **Policy** shall also be void for any one **Insured** if that **Insured** intentionally conceals or misrepresents a material fact concerning:

1. an **Unauthorized Electronic Funds Transfer**;
2. the **Insured's** interest in any property involved in a **Loss**; or
3. a **Loss** under this **Policy**.

## J. Service of Suit

In the event the **Insurer** fails to pay any amount claimed under the **Policy**, the **Insurer** shall at the request of the **Insured** submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the right to commence an action in any court of competent jurisdiction in the United States or to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. Service of process in such **Suit** may be made upon General Counsel, AmTrust Financial Services, Inc., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, or his or her representative. In any **Suit** instituted against the **Insurer** under this **Policy**, the **Insurer** shall abide by the final decision of such court or of any appellate court in the event of any appeal.

Additionally, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as the **Insurer's** true and lawful attorney upon whom service of any lawful process in any action, **Suit** or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this **Policy**, may be made, and the **Insurer** designates the General Counsel, at the above address, as the authorized representative to whom said officer is authorized to mail such process or a truecopy.

## IX. POLICY TERMINATION

- A.** This **Policy** shall terminate on the expiration date specified in Item 4. of the Declarations Page or, in the event of cancellation or non-renewal of this **Policy**, then the date specified in such notice of cancellation or non-renewal. There shall be no coverage for any **Loss** occurring after the effective date and time of such expiration, cancellation or non-renewal.
- B.** If the **Insurer** cancels or non-renews this **Policy**, the **Insurer** shall mail or deliver written notice to the **Master Policyholder** at the mailing address shown in Item 2. of the Declarations Page stating the effective date of such cancellation or non-renewal. If notice is mailed, proof of mailing shall be sufficient proof of notice.
- C.** The **Insurer** may cancel or non-renew this **Policy** by mailing or delivering to the **Master Policyholder** written notice at least:
1. Ten (10) days before the effective date of cancellation if the **Insurer** cancels for nonpayment of premium; or
  2. Thirty (30) days before the effective date of non-renewal or cancellation, if the **Insurer** cancels for any other reason. At the **Insurer's** sole and absolute discretion, the **Insurer** may extend this **Policy** on the same terms and rates beyond the expiration date set forth on the declarations for such period as is necessary for the **Insurer** to comply with this paragraph.
- The **Policy Period** shall end on the effective date specified in the cancellation or non-renewal notice.
- D.** The **Master Policyholder** may cancel this **Policy** by mailing or delivering to the **Insurer** advance written notice of cancellation setting forth the date and time thereafter during the **Policy Period** on which the cancellation shall be effective. In such case, the **Master Policyholder** shall return the **Policy** or a properly executed Lost Policy Release by mail or delivery to the **Insurer** within seven (7) days of the effective date of cancellation.

## X. TERMINATION OF COMMERCIAL ACCOUNT AGREEMENT

After the cancellation, termination or expiration of the commercial account agreement (or equivalent agreement) between the **Insured** and **Master Policyholder**, any coverage under this **Policy** for that **Insured** is terminated and there shall be no coverage for that **Insured** for any **Unauthorized Electronic Funds Transfer** occurring after the effective date and time of such termination.

### I. SECTION I. INSURING AGREEMENT is amended to add the following insuring agreement:

**INVESTIGATORY COSTS COVERAGE** - The **Insurer** will pay on behalf of the **Insured**, **Investigatory Costs** specifically incurred in response to a **Regulatory Proceeding** first made during the **Policy Period** or Extended Reporting Period (if exercised) against the **Insured** for any actual or alleged act, error, or omission by an **Insured** that results in an **Unauthorized Electronic Funds Transfer**.

\$100,000 shall be the **Insurer's** maximum liability for all **Investigatory Costs** for each **Insured** regardless of the number of **Regulatory Proceedings**. The limit described herein is a sublimit, included within, and not in addition to, the applicable Limit of Liability set forth in Item 8. of the Declarations.

Notwithstanding any applicable Retention specified in the Declarations Page, the amount of \$500 shall be the Retention applicable to **Investigatory Costs** for each **Insured**.

### II. Solely with respect to this endorsement, the definition of **Loss** is amended to add the following:

**Loss** shall include **Investigatory Costs**.

III. SECTION II. DEFINITIONS is amended to add the following definition:

**Investigatory Costs** means reasonable and necessary legal fees and expenses incurred by the **Insurer** or the **Insured** in the investigation and response of a **Regulatory Proceeding**, including but not limited to, cost of expert consultants and witnesses regarding such **Regulatory Proceeding**. **Investigatory Costs** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

**Regulatory Proceeding** means a request for information, suit, civil investigation, or civil proceeding brought by or on behalf of any local, state, or federal governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

IV. SECTION I. INSURING AGREEMENT is amended to add the following insuring agreement:

**INVESTIGATORY COSTS COVERAGE** - The **Insurer** will pay on behalf of the **Insured**, **Investigatory Costs** specifically incurred in response to a **Regulatory Proceeding** first made during the **Policy Period** or Extended Reporting Period (if exercised) against the **Insured** for any actual or alleged act, error, or omission by an **Insured** that results in an **Unauthorized Electronic Funds Transfer**.

\$100,000 shall be the **Insurer's** maximum liability for all **Investigatory Costs** for each **Insured** regardless of the number of **Regulatory Proceedings**. The limit described herein is a sublimit, included within, and not in addition to, the applicable Limit of Liability set forth in Item 8. of the Declarations.

Notwithstanding any applicable Retention specified in the Declarations Page, the amount of \$500 shall be the Retention applicable to **Investigatory Costs** for each **Insured**.

V. Solely with respect to this endorsement, the definition of **Loss** is amended to add the following:

**Loss** shall include **Investigatory Costs**.

VI. SECTION II. DEFINITIONS is amended to add the following definition:

**Investigatory Costs** means reasonable and necessary legal fees and expenses incurred by the **Insurer** or the **Insured** in the investigation and response of a **Regulatory Proceeding**, including but not limited to, cost of expert consultants and witnesses regarding such **Regulatory Proceeding**. **Investigatory Costs** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

**Regulatory Proceeding** means a request for information, suit, civil investigation, or civil proceeding brought by or on behalf of any local, state, or federal governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

1. The definition of **G. Insured** under **SECTION II. DEFINITIONS** is amended to add the following:

Entities named in each quarterly bordereaux report per the **SCHEDULE** in Item 1. of this endorsement, throughout the **Policy Period**, as provided by the **Master Policyholder** to the **Insurer** shall also be **Insureds**.

2. For coverage to apply, the **Insured** must comply with the following reporting requirements:

- a. The **Master Policyholder** must supply a bordereaux report with any additional **Insureds** to the **Insurer** no later than thirty (30) days following the reporting dates in the Schedule above.
- b. The reporting information for each additional **Insured** shall consist of the Policy Number, Name of **Insured** and Policy effective date.

3. For additional **Insureds** that are reported to the **Insurer** in compliance with the reporting requirements above, the effective date of coverage is the latest of the following:

- a. the date the previous coverage expired;
- b. the effective date of this policy;
- c. the date on which the **Master Policyholder** sent the bordereaux report to the **Insurer** requesting coverage;
- d. ninety (90) days prior to the date on which the bordereaux report is received by the **Insurer**; or
- e. the proposed effective date.

4. For additional **Insureds** that are not reported to the **Insurer** in compliance with the reporting requirements above, the effective date of coverage is the date that the quarterly bordereaux report with the complete reporting information is received by the **Insurer**.

5. For each additional **Insured** added to the **Policy** from a quarterly bordereaux report, a \$[TBD] premium charge will be added.