

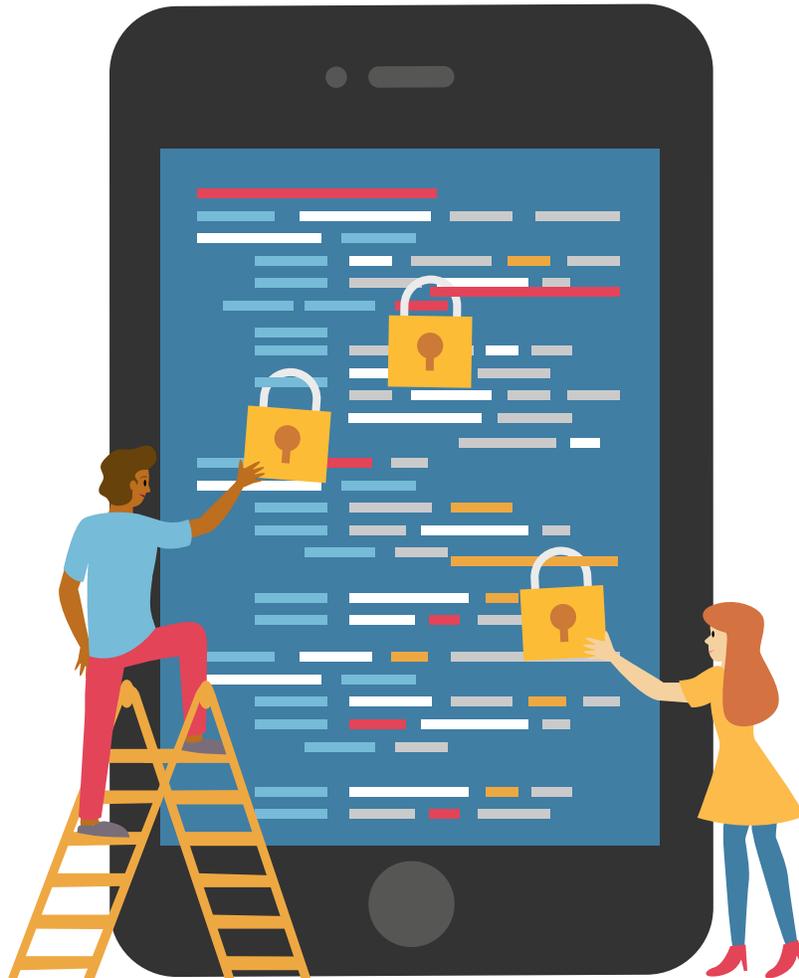


XL Insurance

*Slice*

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# Small Business Cyber Insurance by AXA XL Powered by Slice



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## About this insurance.

Words in bold are defined in the policy Definitions. “You” and “**your**” refer to each “**Insured**” as defined. “We”, “us” and “**our**” refer to Indian Harbor Insurance Company.

## Coverage period.

This insurance begins at the time and date of your subscription and continues until you cancel such subscription. We may cancel this insurance at any time by following the cancellation rules described in the Conditions.

## Limit of insurance.

We will pay up to the amount stated on the **You’re Covered Screen** for all **loss**. The most we will pay in any consecutive 12-month period beginning from your original subscription date is also stated on the **You’re Covered Screen**. If, during this 12-month period, the limit of insurance becomes fully exhausted by payment of **loss** and all premiums due and owing have been paid, you have the option to reinstate the limit by paying a 50% surcharge on your monthly payment for the months remaining in the 12-month period. The reinstated limit does not apply to **cyberattacks** that you have already discovered and **claims** that have already been made prior to the date in which you notified us of your decision to purchase the reinstatement.

## Retention.

For each **cyberattack**, **regulatory proceeding** or **claim**, you must first pay the amount stated on the **You’re Covered Screen** before we have any obligation to pay any **loss**. If a **cyberattack** results in a **claim**, you will only need to pay a single retention.



## Agreement.

### A. YOUR CYBERATTACK RESPONSE COSTS

For as long as you pay the premium and follow the Conditions, should you discover and report to us a **cyberattack** made against you during the coverage period, we will pay in excess of the retention:

1. The reasonable and necessary costs of a **Cyberattack Responder** to:
  - a) consult and advise on how to respond;
  - b) perform a forensics investigation;
  - c) investigate and settle a **cyber-extortion threat**, including making a ransom payment if we consent to the payment before it is made;
  - d) determine your statutory obligations as a result of the **cyberattack**;
  - e) notify individuals and provide one year (or longer if required by law) of identity theft protection and credit monitoring;
  - f) manage inquiries via a help desk;
  - g) replace, restore or recreate any altered, damaged or destroyed software or electronic data;
  - h) advise you on how to minimize any potential damage to your brand's reputation; and
2. your **business loss** incurred during the **period of restoration** and **extra expense** incurred during the **period of restoration**.

### B. YOUR LIABILITY COSTS

For as long as you pay the premium and follow the Conditions, we will pay on your behalf, in excess of the retention:

1. **defense costs**, and **damages** that you are legally obligated to pay, resulting from **claims** first made against you during the coverage period, alleging you committed a **privacy and security wrongful act**;
2. **defense costs**, and **regulatory penalties** that you are legally obligated to pay, resulting from a **regulatory proceeding** first brought against you during the coverage period, alleging you committed a **privacy and security wrongful act**; and
3. **PCI DSS Fines And Costs** that you are legally obligated to pay resulting from a **claim** alleging you committed a **PCI DSS Wrongful Act**.



## Definitions.

### A. BUSINESS LOSS

The **loss** of net profit, before interest and tax, that you would have earned but for the **cyberattack**.

### B. CLAIM

1. A written demand for monetary **damages, regulatory penalties, PCI DSS Fines And Costs** or services, including a lawsuit that is commenced by service of a complaint or similar pleading and any appeal thereof; and such **claim** shall be deemed made when you receive the demand or when you are served with the lawsuit; and
2. A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental or regulatory authority; and such **claim** shall be deemed made when you receive a written notice of the request, demand or civil proceeding.

### C. COMPUTER SYSTEM

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices under the ownership, operation or control of, or leased by, you.

### D. CYBERATTACK

Any:

1. unauthorized access to your **computer system**, including any loss of, alteration to, corruption of, or damage to software, applications or data on that system;
2. unauthorized acquisition, access, theft, misuse, modification or disclosure of **personal information**;
3. denial of service attack on your **computer system**;
4. **cyber-extortion threat**; and
5. total or partial interruption or deterioration in your business operations as a result of any of the above.



## E. CYBERATTACK RESPONDER

Our pre-approved panel of vendors, or any other vendor approved by us in writing before the vendor engages in any work. **Cyberattack Responder** does not include any vendor retained by you without our prior written consent.

## F. CYBER-EXTORTION THREAT

A demand made by a third party, including a **rogue employee**, for payment in exchange for the removal of a threat to:

1. disrupt your **computer system** to impair your business operations;
2. alter, damage, destroy or disclose data, including **personal information** or corporate confidential information, stored on your **computer system**;
3. deface your website;
4. refuse to return data stolen from your **computer system**; or
5. prevent your access to your **computer system** by using encryption and withholding the decryption key.

## G. DAMAGES

Compensatory damages resulting from a judgment, award or settlement agreement, including pre-judgment and post-judgment interest, which you become legally obligated to pay as a result of a **claim**.

Damages do not include:

1. punitive **damages**;
2. costs incurred by you or by a third party at your direction to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a **computer system** to a level of functionality beyond that which existed prior to a **cyberattack**;
3. civil or criminal fines or penalties imposed upon you, other than **regulatory penalties**;
4. liquidated damages in excess of your liability that otherwise results from a **claim**;
5. the monetary value of an electronic fund transfer or transaction that is lost or diminished;
6. any amounts incurred before you provided notice of a **claim** to us pursuant to the terms of this Policy; or
7. the value of non-monetary relief, including any amount attributable to or arising from any non-monetary relief.



## **H. DEFENSE COSTS**

Reasonable and necessary fees for the defense of a **claim** defended by an attorney assigned by us.

## **I. EXTRA EXPENSE**

The costs you incur beyond your normal operating expenses to lessen the impact of a **business loss**.

## **J. INSURED**

The **Named Insured** and the **Named Insured's** employees, directors, officers and independent contractors for the work they do for the **Named Insured**. An Insured also includes the **Named Insured's** estate, heirs, legal representatives and domestic partner.

## **K. LOSS**

Any amounts covered under Section II.A., **damages, defense costs, business loss, extra expense, regulatory penalties, and PCI DSS Fines And Costs**.

## **L. NAMED INSURED**

The person or business named on the **You're Covered Screen**.

## **M. PCI DSS FINES AND COSTS**

Fines, penalties, assessments, fraud recovery and operational expense recovery that you are contractually obligated to pay under a Merchant Services Agreement.

## **N. PCI DSS WRONGFUL ACT**

Any **cyberattack** or **privacy and security wrongful act** resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.

## **O. PERSONAL INFORMATION**

Information that can be used to uniquely identify an individual, provided that such information is in your care, custody or control or in the care, custody or control of a third party with which you have a contractual relationship.

## **P. PERIOD OF RESTORATION**

The period of time that begins at the end of the waiting period and continues until your **computer system** is restored to the condition that existed prior to the **cyberattack**.



## Q. PRIVACY AND SECURITY WRONGFUL ACT

1. **Loss**, theft or failure to protect, or unauthorized acquisition of, **personal information**;
2. Failure to prevent a **cyberattack** that results in:
  - a) the inability of an authorized user to gain access to the **computer system**;
  - b) the malicious addition, alteration, copy, destruction, deletion, disclosure, damage, removal or theft of data residing on the **computer system**; or
  - c) the transmission of malware from your **computer system** to third parties.

## R. REGULATORY PENALTIES

A civil monetary fine or penalty imposed on you by a governmental or regulatory authority.

## S. REGULATORY PROCEEDING

A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental or regulatory authority.

## T. RELATED MATTER

Any **cyberattack**, **PCI DSS Wrongful Act**, or **privacy and security wrongful act** that is the same, similar or arises from a continuous nexus of facts, circumstances, acts, errors or omissions as a previous **cyberattack**, **PCI DSS Wrongful Act**, or **privacy and security wrongful act**, whether or not such **cyberattack**, **PCI DSS Wrongful Act**, or **privacy and security wrongful act** is logically or causally related or connected.

## U. ROGUE EMPLOYEE

Your employee whose intentional conduct outside the scope of employment results in a **cyberattack** or **claim**.

## V. WAITING PERIOD

The number of hours stated in Item 3. on the **You're Covered Screen** that must elapse prior to commencement of the **period of restoration**.

## W. YOU'RE COVERED SCREEN

The part of the App that displays the customized details of this insurance and is titled "You're Covered!"



## Exclusions.

This insurance does not cover a **cyberattack** or **claim**:

### A. YOUR CONDUCT

1. based upon or arising out of any part of Title 18 of the United States Code, any state penal code or any laws outside of the United States that govern criminal activity;
2. based upon or arising out your dishonest, intentional, or knowingly wrongful actions;
3. based upon or arising out of your unauthorized or unlawful collection, acquisition or use of **personal information**;
4. based upon or arising out of unsolicited communications by or on behalf of you to your actual or prospective customers or any other person or business, including actions brought under any federal, state or local statute, law, regulation or common law; or
5. for your violation of any:
  - a) federal, state or local laws governing antitrust violations, restraint of trade, price fixing unfair competition or unfair or deceptive business practices; or
  - b) federal, state or local consumer protection statutes or fraud statutes.

### B. YOUR CONTRACTUAL OBLIGATIONS

based upon or arising out of any obligation you have under a written contract. Provided, however, this exclusion does not apply to covered **loss** resulting from:

1. liability you would have in the absence of a contract;
2. breach of an exclusivity or confidentiality provision contained in a written agreement;
3. breach of your privacy policy or privacy notice; or
4. your obligation under a Merchant Services Agreement to reimburse or compensate a business or individual.

### C. EXTERNAL FORCES

1. based upon or arising out of fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or naturally occurring event, however caused;
2. based upon or arising out of strikes or similar labor action or any act of armed aggression, whether declared or not. However, this exclusion shall not apply to any



actual, alleged or threatened attack against your **computer system** with the intent to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives;

3. based upon or arising out of any electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under your operational control, however caused, including any electrical power interruption, short-circuit, surge, brownout or blackout.

## **D. CLAIMS MADE BY YOU**

1. made against you by you;
2. made against you by any business if you own at least 25% of that business.

## **E. WHAT YOU KNEW PRIOR TO BUYING THIS POLICY**

1. based upon or arising out of any **cyberattack** that you knew prior to the Coverage Period, or could have reasonably foreseen prior to the Coverage Period, did or likely would result in **loss**;
2. based upon or arising out of any **privacy and security wrongful act** that you knew prior to the Coverage Period, or could have reasonably foreseen prior to the Coverage Period, did or likely would result in a **claim**.



## Conditions

### A. ACTION AGAINST US

You can only bring an action against us after:

1. You have complied with all of the conditions of this insurance;
2. The amount of your **loss** has been determined either through written agreement or legal action; and
3. You have paid all of your subscription fees.

### B. ALTERNATIVE DISPUTE RESOLUTION

Any dispute arising out of or relating to the Policy, including its construction, application and validity, or any breach thereof, will first be submitted to non-binding mediation administered by a mediation facility to which we and you mutually agree. Each party will bear its own fees and costs in connection with any such mediation. However, the costs incurred through the mediation facility, including the fees and expenses of the mediator, will be shared equally by the parties unless the mediation award provides otherwise. All mediation proceedings will be held in New York, New York.

### C. ASSIGNMENT

You may not assign any of the rights to this insurance.

### D. ASSISTANCE AND COOPERATION

You must cooperate with us, and when we ask:

1. assist us in our investigation of any **cyberattack** or **claim**;
2. attend hearings, depositions and trials;
3. assist in defending **claims** and negotiating settlements;
4. secure and provide evidence;
5. appoint us as your representative to handle **claims** against you, including any legal action;
6. assist us when enforcing any right, contribution or indemnity from other responsible parties; and
7. allow us to access your **computer systems**.



## E. BANKRUPTCY

Your bankruptcy or insolvency will not relieve us of our obligations under this insurance.

## F. CANCELLATION

You may cancel this insurance at any time by using the App to cancel your subscription. When you cancel your subscription, this insurance and all further premium billing will end at the end of your current billing cycle. Following cancellation, you will still have access to your account, but you will no longer have this insurance. We may cancel this insurance at any time by giving you at least 30 days' notice of cancellation through your chosen method of communication. We will continue to bill you for this insurance during the notification period.

## G. CHANGE IN CONTROL

This insurance will automatically expire at the next billing date following 30 days from any change in your ownership.

## H. CHANGE IN THIS INSURANCE

Any change to this insurance, or waiver of any of its conditions, is only effective once we have confirmed the change or waiver in the App and modified the terms of your subscription.

## I. DEFENSE

We have the right and duty to defend any **claim** made against you even if the allegations in the **claim** are groundless, false or fraudulent. We will select and appoint defense counsel. **Defense Costs** are within the limit.

## J. DISCOVERING A CYBERATTACK

When you discover a **cyberattack**, you must take the following actions:

1. Follow the Notice provision in Conditions. L.
2. Keep accurate records of all of your expenses in order to support any **business loss** or **extra expenses**;
3. Provide us with all the pertinent information we request; and
4. Provide us with a signed proof of **loss** within 60 days of when we ask for it.

## K. FAILURE TO PAY SUBSCRIPTION FEES

If you fail to pay your subscription fees, this insurance will automatically end at your next billing date.



## L. NOTICE

As a condition precedent to our obligations under this Policy, when you discover a **cyberattack** or become aware a **claim**, you must notify us as soon as possible, but no later than thirty (30) days after the end of the coverage period, by:

1. Using the “Report a Cyber Incident” feature in the App; or
2. Sending an email to [claims@slice.is](mailto:claims@slice.is).

In addition to the notice requirement above, immediate assistance with a **cyberattack** or **claim** can be provided by:

1. Calling the Breach Hotline at 844.590.5006; or
2. Email at [AXAXLSlice.breachhotline@mullen.law](mailto:AXAXLSlice.breachhotline@mullen.law)

## M. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance, unless the other insurance is purposely written to be excess of this insurance.

## N. RELATED MATTERS

1. A **claim** resulting from a **related matter** will be treated as a single **claim** first made against you at the time the first such **claim** was made.
2. A **cyberattack** resulting from a **related matter** will be considered a single **cyberattack** and which shall be deemed to have been discovered on the date on which the earliest such first **cyberattack** was discovered by you.

## O. SETTLEMENT

We have the sole right to settle a **claim**. We do not need to obtain your consent to settle a **claim**.

## P. SUBROGATION

For all **loss** we pay, you agree to give us your rights of recovery. You also agree to assist us in our efforts to collect on those rights. Prior to any **loss**, if you have waived your rights of recovery in a written contract, then we also will waive our rights of recovery to the same extent.

## Q. TERRITORY

This insurance applies to **cyberattacks** and **claims** that occur anywhere in the world, except any country or territory barred by the Office of Foreign Asset Control (OFAC), or **claims** that may benefit an individual or business on any OFAC, United Kingdom, European Union or United Nations Sanctions List.



**X<sup>L</sup> Insurance**

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## Appendix Forms

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
<b>Pennsylvania</b>	<p><b>All Commercial Insurance, Except As Provided for Automobile Insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

## NOTICE TO POLICYHOLDERS

<b>Puerto Rico</b>	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	<p><b>All Commercial Insurance, Except As Provided for Workers' Compensation</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

# NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

# NOTICE TO POLICYHOLDERS

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## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

## Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

## IN WITNESS

### INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

# NOTICE TO POLICYHOLDERS

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## IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

**AXA XL  
Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040  
1-800-622-7311**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

**Department of Consumer Affairs  
Consumer Information Division  
1625 North Market Blvd., Suite N 112  
Sacramento, CA 95834**

Internet Website: [www.dca.ca.gov](http://www.dca.ca.gov)

**1-800-952-5210  
1-800-326-2297 (TDD Number)  
916-445-1254 (If calling from within the Sacramento area)  
916-928-1227 (TDD Number if calling from within the Sacramento area)**

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

**CALIFORNIA**

**SURPLUS LINES NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 800-927-4357 OR INTERNET WEBSITE [www.insurance.ca.gov](http://www.insurance.ca.gov). ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT [www.naic.org](http://www.naic.org).**

5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
  
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
  
7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: [www.insurance.ca.gov](http://www.insurance.ca.gov).**
  
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

# NOTICE TO POLICYHOLDERS

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**FLORIDA**

**FOR INFORMATION, OR  
TO MAKE A COMPLAINT, CALL:  
1-800-622-7311  
AXA XL  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040**

# NOTICE TO POLICYHOLDERS

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## FLORIDA

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

# NOTICE TO POLICYHOLDERS

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## ILLINOIS

This notice is to advise you if you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-800-622-7311  
XL CATLIN  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that, you may also take your matter up with the Illinois Department of Insurance at the following addresses:

Illinois Department of Insurance  
Consumer Division  
122 S. Michigan Ave., 19<sup>th</sup> Floor  
Chicago, Illinois 60603

Illinois Department of Insurance  
Consumer Division  
320 West Washington Street  
Springfield, Illinois 62767

<http://insurance.illinois.gov/> 312-814-2420 or 217-782-4515

## NOTICE TO POLICYHOLDERS

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### **NOTICE TO MICHIGAN EXEMPT COMMERCIAL POLICYHOLDERS:**

This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

# NOTICE TO POLICYHOLDERS

## TEXAS

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call AXA XL's toll-free telephone number for information or to make a complaint at:

**1-800-622-7311**

You may also write to AXA XL at:

Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel Website:

[www.helpinsure.com](http://www.helpinsure.com)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su agente.

Usted puede llamar al número de teléfono gratuito de AXA XL's para obtener información o para presentar una queja al:

**1-800-622-7311**

Usted también puede escribir a AXA XL:

Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Para obtener formas para la comparación de precios y pólizas y para obtener otra información sobre el seguro de propiedad residencial y de seguro de automóvil personal, visite el sitio web del Departamento de Seguros de Texas/Oficina del Asesor Público de Seguros:

[www.helpinsure.com](http://www.helpinsure.com)

### DISPUTAS POR PRIMAS DE SEGUROS O

**RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación usted debe comunicarse con (el agente) (la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# NOTICE TO POLICYHOLDER

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## NEW JERSEY

NOTICE TO POLICYHOLDER: This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

# NOTICE TO POLICYHOLDERS

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## INDIANA - NOTICE

**Questions regarding your policy or coverage should be directed to:**

AXA XL  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040  
800-622-7311

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

# NOTICE TO POLICYHOLDERS

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## MISSOURI

**For information or to make a complaint call:**

**1-800-622-7311**

**AXA XL  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040**

# NOTICE TO POLICYHOLDERS

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## TENNESSEE

FOR INFORMATION, OR  
TO MAKE A COMPLAINT, CALL:  
1-800-622-7311  
AXA XL  
SEAVIEW HOUSE  
70 SEAVIEW AVENUE  
STAMFORD, CT 06902-6040