

FORMS – AVAILABILITY

MONTH 31, 2023

GENERAL LIABILITY

LI-GL-2023-090

GENERAL LIABILITY MULTISTATE ENDORSEMENTS (EDITION 12 23) AVAILABLE

KEY MESSAGE

We are providing final copies of the multistate endorsements that are being implemented under forms filing [GL-2023-OFOFR](#).

BACKGROUND

In circular:

- [LI-GL-2023-054](#), we announced the submission of General Liability forms filing GL-2023-OFOFR on a multistate basis.
- [LI-GL-2023-089](#), we announced the initial implementation of filing GL-2023-OFOFR in various jurisdictions and included a status report.

CAUTION

Please note that this circular is intended only to provide final copies of the endorsements listed below and is NOT announcing implementation of filing GL-2023-OFOFR in any jurisdiction. Circulars announcing implementation of this filing are being released on an ongoing basis in the usual manner.

Refer to those implementation circulars and state supplement circulars referenced therein, for information specific to each state, including state-specific forms and any exceptions to state applicability of the multistate forms.

REFERENCE(S)

- [LI-GL-2023-089](#) (03/31/2023) General Liability Multistate Forms And Rules Revisions Addressing Cyber-Related Issues, Data Privacy And Order Of Response Endorsements To Be Implemented In Various Jurisdictions
- [LI-GL-2023-054](#) (03/02/2023) General Liability Multistate Forms Revision Addressing Cyber-Related Issues, Data Privacy And Order Of Response Endorsements Being Submitted

[ATTACHMENT\(S\)](#)

Final copies of multistate of endorsements edition 12-23

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to Paragraph 2.
Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

**B. The following is added to Paragraph 2.
Exclusions of Section I – Coverage B –
Personal And Advertising Injury Liability:**

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY COVERAGE SUBJECT TO EACH CYBER INCIDENT OCCURRENCE AND AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Limits Of Insurance | |
|--|-----------|
| Each Cyber Incident Occurrence Limit: | \$ |
| Cyber Incident Aggregate Limit: | \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Coverage provided by this insurance under Section I – Coverage A for damages because of "bodily injury" or "property damage" caused by a "cyber incident" is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit as described in Paragraph D. of this endorsement.

B. For the purposes of the coverage provided by this endorsement:

1. Exclusion p. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

- (1) "Bodily injury"; or
- (2) "Property damage" caused by a "cyber incident".

2. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

Cyber Incident Costs Or Expenses

Damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

D. The following provisions are added to Section III – Limits Of Insurance:

1. Subject to Paragraph 2. or 3. of Section III – Limits Of Insurance, whichever applies, the Cyber Incident Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of all "cyber incidents".
2. Subject to the Cyber Incident Aggregate Limit, the Each Cyber Incident Occurrence Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" that is caused by a "cyber incident".

E. If Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information Endorsement is attached to the policy, the provisions of that endorsement do not apply to the extent that coverage is provided by this endorsement.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Cyber incident" means any:
 - a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

2. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS OF ELECTRONIC DATA RESULTING FROM PHYSICAL INJURY TO TANGIBLE PROPERTY LIABILITY COVERAGE – SUBJECT TO CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|--|-----------|
| Loss Of Electronic Data Limit: | \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. Exclusion ~~2.p.~~ under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Electronic Data-related Liability**

Damages arising out of:

- _____ (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) ~~T~~ the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to liability for damages because of:

- _____ (1) "~~B~~Bodily injury"; or
- _____ (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

- B. For the purposes of the coverage provided by this endorsement, ~~T~~the following is added to Paragraph **2. Exclusions** of **Section I – Coverage BA – Personal And AdvertisingBodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other less, similar cost or expense incurred by you or others arising out of a "cyber incident" any access to or disclosure of any person's or organization's confidential or personal information.

C. The following paragraph is added to Section III – Limits Of Insurance:

Subject to 5, the Each Occurrence Limit in Paragraph 5, ~~above,~~ the Loss Of Electronic Data Limit shown in the Schedule ~~above of this endorsement~~ is the most we will pay under Coverage **A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

D. For the purposes of the coverage provided by this endorsement, ~~the~~ the following definitions ~~is~~ are added to the Definitions sSection:

1. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

2. "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.

E. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the Definitions sSection is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LOSS OF ELECTRONIC DATA RESULTING FROM
PHYSICAL INJURY TO TANGIBLE PROPERTY
LIABILITY COVERAGE – SUBJECT TO CYBER INCIDENT
EXCLUSION – LIMITED DELETION OF BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Loss Of Electronic Data Limit: \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

- A. Exclusion 2.p. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. ~~Access Or Disclosure Of Confidential Or Personal Information And Electronic Data-related Liability~~**

Damages arising out of:

- ~~(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", that does not result from physical injury to tangible property.~~

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, this exclusion does not apply to liability for damages because of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

- B. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph 2. Exclusions of Section I – Coverage AB – Personal And Advertising Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other less, similar cost or expense incurred by you or others arising out of a "cyber incident", ~~any access to or disclosure of any person's or organization's confidential or personal information.~~

C. The following paragraph is added to Section III – Limits Of Insurance:

~~Subject to Paragraph 5. above, the Each Occurrence Limit in Paragraph 5., the Loss Of Electronic Data Limit shown in the Schedule above of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".~~

D. For the purposes of the coverage provided by this endorsement, ~~the following definitions are~~ added to the Definitions sSection:

1. "Cyber incident" means any:

~~a. Unauthorized access to or use of any computer system.~~

~~b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.~~

~~c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.~~

2. "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.

E. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the Definitions sSection is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ELECTRONIC DATA LIABILITY COVERAGE
(COVERAGE A) WITH ACCESS OR DISCLOSURE
OF CONFIDENTIAL OR PERSONAL INFORMATION
EXCLUSION (COVERAGE B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|--|-----------|
| Loss Of Electronic Data Limit: | \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- C. The following paragraph is added to Section III – Limits Of Insurance:**

Subject to Paragraph 5. above, the Loss Of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- D. The following definition is added to the Definitions section:**

"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.

E. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY COVERAGE AND LOSS OF ELECTRONIC DATA LIABILITY COVERAGE SUBJECT TO LOSS OF ELECTRONIC DATA, EACH CYBER INCIDENT OCCURRENCE AND AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Limits Of Insurance | |
|--|-----------|
| Each Cyber Incident Occurrence Limit: | \$ |
| Loss Of Electronic Data Limit: | \$ |
| Cyber Incident Aggregate Limit: | \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Coverage provided by this insurance under Section I – Coverage A for damages because of:

1. "Bodily injury" or "property damage" caused by a "cyber incident"; and
2. Loss of "electronic data" that results from physical injury to tangible property;

is subject to the Limits of Insurance as described in Paragraph D. of this endorsement.

B. For the purposes of the coverage provided by this endorsement:

1. Exclusion p. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

- (1) "Bodily injury";
- (2) "Property damage" caused by a "cyber incident"; or

- (3) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

2. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

Cyber Incident Costs Or Expenses

Damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- C. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

D. The following provisions are added to Section III – Limits Of Insurance:

1. Subject to Paragraph 2. or 3. of Section III – Limits Of Insurance, whichever applies, the Cyber Incident Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of all "cyber incidents".
2. Subject to the Cyber Incident Aggregate Limit, the Each Cyber Incident Occurrence Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" that is caused by a "cyber incident".
3. Subject to the Each Occurrence Limit in Paragraph 5., the Loss Of Electronic Data Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

E. If Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information Endorsement is attached to the policy, the provisions of that endorsement do not apply to the extent that coverage is provided by this endorsement.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Cyber incident" means any:
 - a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

2. "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.

G. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the Definitions Section is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. ~~Exclusion 2.~~ The following is added to Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-related Liability

Damages "Bodily injury" or "property damage" arising out of:

~~(1)~~ Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

~~a.~~ p Patents, trade secrets, processing methods, customer lists;

~~b.~~ f Financial information, credit card information;

~~c.~~ h Health information, biometric information; or

~~d.~~ a Any other type of nonpublic material or 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 notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph ~~(1)~~ or ~~(2)~~ above any access to or disclosure of any person's or organization's confidential or personal material or information.

However, unless Paragraph ~~(1)~~ above applies, this exclusion does not apply to damages because of "bodily injury".

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. The following is added to Paragraph 2. **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

~~a.~~ p Patents, trade secrets, processing methods, customer lists;

~~b.~~ f Financial information, credit card information;

~~c.~~ h Health information, biometric information; or

~~d.~~ a Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (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 notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION (COVERAGE B ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. pPatents, trade secrets, processing methods, customer lists;i

b. fFinancial information, credit card information;i

c. hHealth information, biometric information; or

d. aAny other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC DATA – DELETION OF BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The second paragraph ("However, this exclusion does not apply. . .") of Paragraph **p. Electronic Data** under **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESS INSURANCE PROVISION –
ORDER OF RESPONSE – WHEN YOU ARE AN
ADDITIONAL INSURED ON OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **b.(1)(b)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is replaced by the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

- (b)** Any other insurance available to you, whether primary, excess, contingent or on any other basis, covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL MATERIAL OR
INFORMATION AND
~~DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION~~**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

~~Exclusion 2.1.~~ The following is added to Paragraph 2.
Exclusions of Section I – Coverages – Bodily
Injury And Property Damage Liability is replaced
by the following:

2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or
Personal Material Or Information And Data-
related Liability**

Damages "Bodily injury" or "property damage"
arising out of:

~~(1)~~ Any access to or disclosure of any person's or
organization's confidential or personal material or
information, including:

- a. Patents, trade secrets, processing methods,
customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or
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 notification costs, credit or identity
monitoring expenses, forensic expenses, public
relations expenses, data restoration expenses,
extortion expenses or any other loss, cost or
expense incurred by you or others arising out of
that which is described in Paragraph ~~(1)~~ or ~~(2)~~
above any access to or disclosure of any person's
or organization's confidential or personal material
or information.

However, unless Paragraph ~~(1)~~ above applies,
this exclusion does not apply to damages
because of "bodily injury".

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion 2.I. of **Section I – Coverages – Bodily
Injury And Property Damage Liability** is replaced
by the following:

2. Exclusions

This insurance does not apply to:

**I. Access Or Disclosure Of Confidential Or
Personal Information And Data-related
Liability**

Damages arising out of:

- (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 notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS, OR DISCLOSURE
OF CONFIDENTIAL OR PERSONAL MATERIAL
OR INFORMATION OR UNAUTHORIZED USE OF
ELECTRONIC DATA**

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART

The following is added to ~~Exclusion 2.h, Paragraph 2.~~
**Exclusions of Section I – Coverages – Damage To
Electronic Data Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

**h. Access, Or Disclosure Of Confidential Or
Personal Material Or Information Or
Unauthorized Use Of Electronic Data**

~~Damages~~ "Loss of electronic data" arising out of:

~~(1) Any~~ access to or disclosure of any person's or
organization's confidential or personal material or
information, including:

- ~~a. p~~ Patents, trade secrets, processing methods,
customer lists;
- ~~b. f~~ Financial information, credit card information;
- ~~c. h~~ Health information, biometric information; or
- ~~d. a~~ Any other type of nonpublic material or
information;

~~(2) Theft or unauthorized viewing, copying,~~
~~use, corruption, manipulation or deletion, of~~
~~"electronic data" by any Named Insured,~~
~~past or present "employee", "temporary~~
~~worker" or "volunteer worker" of the Named~~
~~Insured.~~

This exclusion applies even if damages are
claimed for notification costs, credit or identity
monitoring expenses, forensic expenses, public
relations expenses, data restoration expenses,
extortion expenses or any other loss, cost or
expense incurred by you or others arising out of
that ~~which is described in Paragraph (1) or (2)~~
above any access to or disclosure of any person's
or organization's confidential or personal material
or information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY COVERAGE SUBJECT TO EACH CYBER INCIDENT OCCURRENCE AND AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Limits Of Insurance | |
|--|-----------|
| Each Cyber Incident Occurrence Limit: | \$ |
| Cyber Incident Aggregate Limit: | \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Coverage provided by this insurance under Section I – Coverages – Bodily Injury And Property Damage Liability for damages because of "bodily injury" or "property damage" caused by a "cyber incident" is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit as described in Paragraph C. of this endorsement.

B. For the purposes of the coverage provided by this endorsement:

1. Exclusion I. under Paragraph 2. **Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

- (1) "Bodily injury"; or
- (2) "Property damage" caused by a "cyber incident".

2. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability:**

Cyber Incident Expenses

Damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- C.** The following provisions are added to **Section III – Limits Of Insurance:**

1. Subject to Paragraph 2. of Section III – Limits Of Insurance, the Cyber Incident Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of all "cyber incidents".
2. Subject to the Cyber Incident Aggregate Limit, the Each Cyber Incident Occurrence Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" that is caused by a "cyber incident".

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D. If Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information Endorsement is attached to the policy, the provisions of that endorsement do not apply to the extent that coverage is provided by this endorsement.

E. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Cyber incident" means any:

- a. Unauthorized access to or use of any computer system.
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

2. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The following is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B.** For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC DATA – DELETION OF BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The second paragraph ("However, this exclusion does not apply. . .") of Paragraph I. **Electronic Data** under **2. Exclusions** of **Section I – Bodily Injury And Property Damage Liability** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART

- A.** The following is added to Paragraph 2.
Exclusions of Section I – Damage To Electronic Data Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Loss of electronic data" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B.** For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

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