FARMERS INSURANCE COMPANY OF FLEMINGTON

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PERSONAL CYBER COVERAGE
PLEASE READ THE ENTIRE FORM CAREFULLY.

Insurance is provided only if a specific Limit of Insurance is shown below:

PERSONAL CYBER COVERAGE SCHEDULE

	Limit of Insurance
Personal Cyber Coverage First Party Loss (**event discovered and reported coverage**)	$
Data Recovery and System Restoration Sub-limit	$
Personal Cyber Coverage Third Party Claims (**claims-made and reported coverage**)	$
Combined Aggregate Limit	$
Legal Expense Limit	$
Personal Cyber Coverage Effective Date xx/xx/xxxx	

NOTICE TO POLICYHOLDER

This Endorsement is attached to and amends *your* Homeowners Policy ("the Policy") to add Personal Cyber Coverage. Personal Cyber Coverage is subject to its own terms, conditions, definitions, exclusions, limits, and other provisions as set forth herein.

SECTION I. – PERSONAL CYBER COVERAGE

COVERAGE A – Personal Cyber Coverage First Party Loss

1. Insuring Agreements

a. Identity Theft Expenses

We will pay reasonable and necessary *identity theft expenses* that *you* incur solely and directly because of *identity theft*, provided always that:

(1) the *identity theft* is first discovered by *you* during the *endorsement period*; and

(2) *you* report the *identity theft* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*.

b. Data Recovery and System Restoration

Subject to a $500 deductible and the *data recovery and system restoration sub-limit*, *we* will pay reasonable and necessary *data recovery expenses* and *system restoration costs* that *you* incur solely and directly because of a *cyber-attack*, provided always that:

(1) the *cyber-attack* is first discovered by *you* during the *endorsement period*; and

(2) *you* report the *cyber-attack* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*.

The $500 deductible applies to any one *cyber-attack*. If the amount of *data recovery expenses* and/or *system restoration costs* resulting from any one *cyber-attack* is less than or equal to the deductible, *we* will not pay for those *data recovery expenses* and/or *system restoration costs*. If the amount of *data recovery expenses* and/or *system restoration costs* resulting from any one *cyber-attack* exceeds the deductible, *we* will subtract the deductible from the amount of *data recovery expenses* and/or *system restoration costs* incurred, and *we* will pay the remaining amount of *data recovery expenses* and/or *system restoration costs*, up to the *data recovery and system restoration sub-limit*.

c. Credit Card Fraud, Forgery, Cyber Crime
We will pay *fraud loss* that *you* incur solely and directly because of *credit card fraud*, *forgery* or *cybercrime* provided always that:

(1) the *credit card fraud*, *forgery* or *cybercrime* is first discovered by *you* during the *endorsement period*;

(2) *you* report the *credit card fraud*, *forgery*, or *cybercrime* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*; and

(3) the *fraud loss* is not reimbursable to *you* by a credit card company, bank, or other financial institution.

d Cyber Extortion
We will pay reasonable and necessary *cyber extortion expenses* and *cyber extortion monies* that *you* incur solely and directly because of a *cyber extortion threat*, provided always that:

(1) the *cyber extortion threat* is first discovered by *you* during the *endorsement period*; and

(2) *you* report the *cyber extortion threat* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*.

e. Cyber Bullying
We will pay reasonable and necessary *cyber bullying expenses* that *you* incur solely and directly because of a *cyber bullying incident*, provided always that:

(1) the *cyber bullying incident* is first discovered by *you* during the *endorsement period*; and

(2) *you* report the *cyber bullying incident* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*.

f. Breach Notification Costs
We will pay reasonable and necessary *breach notification costs* that *you* incur solely and directly because of a *privacy breach*, provided always that:

(1) the *privacy breach* is first discovered by *you* during the *endorsement period*; and

(2) *you* report the *privacy breach* to *us* during the *endorsement period*, but no later than 60 days after the expiration or termination of the *endorsement period*.

2. Exclusions Applicable to Coverage A: Personal Cyber Coverage First Party Loss
We do not cover:

a. any amounts incurred by *you* in disputes with respect to this insurance, including questions as to whether amounts are payable under this Endorsement;

b. any costs to replace or repair any property, hardware or *connected device*;

c. any amounts incurred by *you* to institute legal proceedings against a person or organization;

d. *loss* arising from a false report of an *insured event* made by *you*, whether acting alone or in collusion with others;

e. *loss* arising from willful, intentional, malicious, or criminal acts committed by *you* or any person residing with *you*;

f. *loss* incurred by *your* former spouse or *domestic partner*, or a *family member* no longer residing with *you*;

g. *loss* arising from fire, smoke, explosion, leakage, lightning, wind, water, flood (including waves, tidal waves, or the rising of, breaking out of, or overflow of a body of water, whether natural or manmade), earthquake, volcanic eruption, landslide, hail, extreme weather, or any other natural event;

h. *loss* arising from the seizure, confiscation, nationalization, requisition or destruction of any *connected device*, data, hardware, or equipment by or under order of any government or public authority;

i. any *insured event, which was known to any insured prior to the inception date of the first Personal Cyber Coverage Insurance Endorsement issued by us to the named, insured*;

j. *loss* arising from physical damage or injury to, or impairment, destruction, or corruption of, any tangible property, including the loss of use thereof;

k. *loss* arising from liability assumed by an *insured* under a written or oral contract or agreement;

l. *loss* arising from any activities of, or relating to, a *business* owned or operated by *you*;

m. *loss* arising from *your* civic or public activities, including *your* pursuit, or holding of any public office; however, this exclusion does not apply to *breach notification costs* arising from a *privacy breach*, if the *privacy breach* impacts *private information* in *your* care, custody or control or entrusted to *you* in the course of *your* civic or public activities;

n. *loss* arising from illness, substance abuse or death;

o. any costs to comply with any order, grant, or agreement to provide non-monetary relief;

p. *loss* arising from any *business* use of a credit, debit, or bank card;

q. *loss* arising from *business identity theft*;

r. *loss* arising from a total, partial, temporary, or intermittent outage of internet connection;

s. fines, penalties, taxes, or sanctions imposed by law, or any matters deemed uninsurable under applicable law;

t. any amounts *you* are legally obligated to pay to a *third party*, including judgments, awards, or settlements;

u. *criminal proceedings*; however, this exclusion does not apply to *identity theft expenses* incurred to remove criminal judgments wrongly entered against *you* as a result of *identity theft*;

v. any amounts paid or payable under Coverage B of this Endorsement;

w. any matter other than an *insured event*;

x. any matter paid, or deemed payable, by *us* under any other insuring agreement or coverage section of the Policy; or

y. any *loss*, cost, or expense:

(1) directly or indirectly caused by, resulting from or in connection with any *war*;

(2) resulting from a *cyber operation* carried out as part of any *war*; or

(3) resulting from a *cyber operation* that causes a sovereign state to become an *impacted state*.

However, paragraph **(3)** above shall not apply to the direct or indirect effect of a *cyber operation* on *your connected device* that is not physically located in an *impacted state* but is affected by a *cyber operation*.

COVERAGE B – Personal Cyber Coverage Third Party Claims

1. Insuring Agreement

We will reimburse y*ou* for *damages* and reasonable and necessary *legal expenses* that *you* incur in a *privacy and security claim*, provided always that:

a. the *privacy and security claim* is first made against *you* during the *endorsement period*;

b. the *privacy and security claim* is reported to *us* during the *endorsement period*, but no later than 60 days after expiration or termination of the *endorsement period*; and

c. the actual or alleged acts, events or incidents giving rise to the *privacy and security claim* first occur on or after the inception date of the first Personal Cyber Coverage Endorsement issued by *us* to the *named insured*.

2. No Duty to Defend; Free of Choice of Counsel

a. *We* shall have no duty to defend any *privacy and security claim*, but only to pay *legal expenses* and *damages*.

b. *You* shall have complete freedom of choice in the selection of an *attorney* to represent *you* in any *privacy and security claim*. However, payment for *legal expenses* will be limited to a maximum hourly *attorney* rate of $300. *You* will have a direct relationship with any *attorney* retained by *you*.

c. There shall be no infringement upon the professional judgment of any *attorney*, and no *attorney* providing legal services in respect of which *legal expenses* are payable under this Endorsement shall be required to act in derogation of such *attorney's* professional responsibilities.

3. Exclusions Applicable to Coverage B: Personal Cyber Coverage Third Party Claims

We do not cover:

a. any amounts incurred by *you* in disputes with respect to this insurance, including questions as to whether amounts are reimbursable under this Endorsement;

b. any amounts incurred by *you* to institute legal proceedings against a person or organization;

c. any *privacy and security claim* based upon, arising from, or involving any acts, events or incidents which were known to any *insured* prior to the inception date of the first Personal Cyber Coverage Endorsement issued by *us* to the *named insured*;

d. any matter brought against *you* for physical damage or injury to, or impairment, destruction, or corruption of, any tangible property, including the loss of use thereof;

e. any matter brought against *you* for physical injury, sickness, disease, or death sustained by any person, and where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation, or emotional distress;

f. any *privacy and security claim* for, based upon, arising from, or involving any liability assumed by an *insured* under a written or oral contract or agreement; however, this exclusion does not apply to any liability *you* would have had in the absence of such contract or agreement and which would have been insured under Coverage B of this Endorsement;

g. any *privacy and security claim* based upon, arising from, or involving activities of a *business* owned or operated by *you*;

h. any *privacy and security claim* based upon, arising from, or involving *your* civic or public activities, including *your* pursuit, or holding of any public office; however, this exclusion does not apply to a *privacy and security claim* arising from a *privacy breach*, if the *privacy breach* impacts *private information* in *your* care, custody or control or entrusted to *you* in the course of *your* civic or public activities;

i. any *privacy and security claim* for, based upon, arising from, or involving any willful or intentional *privacy breach* committed by an *insured*;

j. any costs to comply with any order, grant, or agreement to provide non-monetary relief;

k. fines, penalties, taxes or sanctions, or any matters deemed uninsurable under applicable law;

l. punitive, exemplary, liquidated, or multiplied damages;

m. any *privacy and security claim* made by or on behalf of an *insured* against another *insured*;

n. *criminal proceedings*;

o. any amounts paid or payable under Coverage A of this Endorsement;

p. any matter other than a *privacy and security claim*;

q. any matter paid, or deemed payable, by *us* under any other insuring agreement or coverage section of the Policy; or

r. any *damages*, cost, or expense:

(1) directly or indirectly caused by, resulting from or in connection with any *war*;

(2) resulting from a *cyber operation* carried out as part of any *war*; or

(3) resulting from a *cyber operation* that causes a sovereign state to become an *impacted state*.

However, paragraph **(3)** above shall not apply to the direct or indirect effect of a *cyber operation* on *your covered device* that is not physically located in an *impacted state* but is affected by a *cyber operation*.

SECTION II. – PERSONAL CYBER COVERAGE LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Personal Cyber Coverage Schedule and the rules below fix the most *we* will pay under this Endorsement, regardless of the number of *insureds*, *insured events* or *privacy and security claims*.

2. The First Party Loss Limit of Insurance shown in the Personal Cyber Coverage Schedule is the most *we* will pay under each Insuring Agreement of Coverage A of this Endorsement for all *loss* arising from any one *insured event* first discovered during the *endorsement period*, and in the aggregate for all *insured events* first discovered during the *endorsement period*. All *loss* paid under the First Party Loss Limit of Insurance will reduce and may completely exhaust the Combined Aggregate Limit shown in the Personal Cyber Coverage Schedule.

3. *Loss* resulting from a series of similar, related, or repeated *insured events* committed by one or more persons, or by a person or persons aiding, abetting, or acting in collusion with others against *you*, will be one *insured event*, even if the series of *insured events* continue into a subsequent *endorsement period*. Such *insured event* will be deemed to have been discovered by *you* on the date the first *insured event* in that series was first discovered by *you* and will be deemed to have been reported to *us* on the date the first *insured event* in that series was reported to *us*.

4. The Third Party Claims Limit of Insurance shown in the Personal Cyber Coverage Schedule is the most *we* will pay under Coverage B of this Endorsement for all *damages* arising from any one *privacy and security claim* first made during the *endorsement period*, and in the aggregate for all *privacy and security claims* first made during the *endorsement period*. All *damages* paid under the Third Party Claims Limit of Insurance will reduce and may completely exhaust the Combined Aggregate Limit shown in the Personal Cyber Coverage Schedule.

5. The *legal expense limit* shown in the Personal Cyber Coverage Schedule is the most *we* will pay under Coverage B of this Endorsement for *legal expenses* arising from any one *privacy and security claim* first made during the *endorsement period*, and in the aggregate for all *privacy and security claims* first made during the *endorsement period*. All *legal expenses* paid under Coverage B of this Endorsement will reduce and may completely exhaust the *legal expense limit*. The *legal expense limit* is separate from, and will not reduce, the Combined Aggregate Limit shown in the Personal Cyber Coverage Schedule. If the *legal expense limit* is exhausted, *our* obligations to pay *legal expenses* under this Endorsement will be fully extinguished.

6. All *privacy and security claims* arising from the same event, incident, act or circumstance, or a series of related, repeated, or continuing events, incidents, acts or circumstances, will be deemed to be a single *privacy and security claim*; will be deemed to have been first made against *you* on the date the earliest of such *privacy and security claims* was first made against *you*; and will be deemed to have been first reported to *us* on the date the earliest of such *privacy and security claims* was first reported to *us* in writing. Appeals and any post-trial proceedings or consolidated proceedings approved by *us* will be part of the original *privacy and security claim*.

7. If a *privacy breach* under Coverage A results in a *privacy and security claim* under Coverage B, such matters will be deemed to be related, even if the *privacy and security claim* is made against *you* in a subsequent *endorsement period*. Such *privacy and security claim* will be subject to the Limits of Insurance of the *endorsement period* in effect when the *privacy breach* was first discovered by *you*.

8. The Combined Aggregate Limit shown in the Personal Cyber Coverage Schedule is the most *we* will pay under this Endorsement for all *loss* under Coverage A and all *damages* under Coverage B. If the Combined Aggregate Limit of Insurance is paid, *our* obligations to pay *loss* and/or *damages* under this Endorsement will be fully extinguished.

SECTION III. – PERSONAL CYBER COVERAGE CONDITIONS

1. Other insurance

The coverage provided by this Endorsement is excess insurance over any other valid and collectible insurance available to *you*, including any self-insured retention or deductible portion thereof, unless such insurance specifically applies as excess insurance over the insurance provided under this Endorsement.

2. Your duties in the event of a privacy and security claim or loss

a. *You* must notify us of an *insured event* or *privacy and security claim* during the *endorsement period*, but no later than 60 days after expiration or termination of the *endorsement period*.

b. *You* must notify law enforcement authorities of any *insured event* as soon as possible.

c. *You* must immediately send us copies of any demands, notices, summonses, or legal papers that *you* receive in a connection with a *privacy and security claim*.

d. In the event of *credit card fraud, you* must notify the issuing credit card company or bank of the facts and circumstances surrounding such *credit card fraud* as soon as possible.

e. *You* must submit to *us* any supporting receipts, bills, records, or other documents within 90 days of *our* request. *We* may also request a signed and notarized description of any *privacy and security claim* or *insured event* or proof of *loss*.

f. *You* must cooperate with *us* fully and authorize *us* to obtain records and other information.

g. *You* must assist *us*, upon *our* request, in the enforcement of any right against any person or organization, which may be liable to *you* because of *loss*, *legal expenses*, or *damages* to which this insurance applies.

SECTION IV. – PERSONAL CYBER COVERAGE DEFINITIONS

With respect to the coverage provided by this Endorsement, certain words are shown in italics and are defined as follows.

1. *Attorney* means any person who is duly licensed to practice law at the time and place the legal services are rendered. *Attorney* does not include any *insured*.

2. *Business* means any employment, trade, occupation, profession, operation, enterprise, or activity intended to realize a benefit or financial gain, whether engaged in on a full-time, part-time, occasional, or temporary basis.

3. *Business identity theft* means the theft or unauthorized, unlawful, or fraudulent use, access, or transfer of a means of identifying a *business*, with the intent to commit, or aid or abet another to commit, a crime, including the theft or fraudulent use of a *business* name, d/b/a, federal or state tax identification number, or other *business* records or information to establish credit accounts, secure loans or enter into contracts.

4. *Breach notification costs* means:

a. reasonable and necessary *attorney* fees, forensic investigation fees and postage expenses *you* incur to notify affected individuals in the event of a *privacy breach*; and

b. reasonable and necessary expenses *you* incur to provide up to 12 months of credit monitoring or credit repair and restoration assistance to persons affected by a *privacy breach*.

5. *Connected device* means any electronic device or appliance, including but not limited to, any computer, laptop, mobile device, or television that can send and receive data and is connected to the internet (also known as smart devices).

6. *Credit card fraud* means the loss, theft, or unauthorized and fraudulent use of *your* credit, debit, or bankcard by a person other than *you*. *Credit card fraud* does not include the use of *your* credit, debit, or bankcard by a *family member* without *your* permission.

7. *Criminal proceedings* means any governmental action, indictment, or investigation for the enforcement of criminal laws, including offenses for which conviction could result in imprisonment and/or criminal fine(s).

8. *Cyber-attack* means the introduction of a *virus* into *your connected device* or a *hacking attack*.

9. *Cyber bullying* means a series of two or more willful and repeated or continuing acts of harassment or intimidation, including embarrassment, humiliation, defamation of character, slander, invasion of privacy or threats of violence, committed using a computer, telephone, mobile device or other electronic device. *Cyber bullying* methods include, but are not limited to, the use of texting, instant messaging, chat rooms, and messages, photos and other content posted on social networking sites.

10. *Cyber bullying expenses* means:

a. reasonable and customary charges for the services of a *therapist,* when incurred by a *victim* within 12 months after the *cyber bullying incident* occurs;

b. lost salary or wages, up to a maximum of $10,000 per *victim* and subject to the Limit of Insurance, due to the *victim* being unable to work during the first 120 days after the *cyber bullying incident* occurs;

c. reasonable and necessary childcare or caregiver expenses, up to a maximum of $10,000 and subject to the Limit of Insurance, when incurred by a *victim* within 120 days after the *cyber -bullying incident* occurs;

d. reasonable and necessary expenses to temporarily relocate, up to a maximum of $10,000 and subject to the Limit of Insurance, when incurred by a *victim* within 120 days after the *cyber bullying incident* occurs;

e. if the *victim* is a *minor,* reasonable temporary private tutoring expenses, unreimbursed tuition, or increase in tuition, up to a maximum of $10,000 and subject to the Limit of Insurance, to relocate the *minor* to another school, when incurred within 120 days after the *cyber bullying incident* occurs or within 120 days after *you*, as the parent or guardian of the *minor,* discover the *cyber bullying incident*, whichever is later; and

f. reasonable and necessary fees and costs incurred by a *victim* to retain a digital forensic analyst or professional cyber security consultant.

11. *Cyber bullying incident* means *cyber bullying* directed against *you, which* causes *you* to suffer mental anguish or mental injury, as diagnosed by a *therapist.*

12. *Cybercrime* means:

a. *wire transfer fraud*;

b. a *phishing attack* directed at *you,* which fraudulently induces *you* to transfer or pay *money* to an unintended party; or

c. the theft of *money* from *your* bank account by electronic means.

13. *Cyber extortion expenses* means reasonable and necessary costs and expenses, other than *cyber extortion monies*, that *you* incur as a direct result of a *cyber extortion threat*, including the cost to hire a *third party* specializing in IT security to determine the validity and severity of a *cyber extortion threat*.

14. *Cyber extortion monies* means *money* or cryptocurrency that *you* pay to a person or group reasonably believed to be responsible for a *cyber extortion threat* to terminate such *cyber extortion threat*.

15. *Cyber extortion threat* means a credible threat, or a series of related credible threats, including a demand for *cyber extortion monies*, which is directed at *you* to:

a. release, divulge, destroy, disseminate, or use *private information* contained in *your connected device,*

b. introduce a *virus* into *your connected device,*

c. corrupt, damage, disable, destroy, or alter *your connected device*, or

d. deny, restrict, or hinder access to *your connected device,* including the threat of a *denial of service attack*.

16. *Cyber operation* means the use of a *connected device* by, at the direction, or under the control of, a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a *connected device* of or in another sovereign state.

17. *Damages* mean a monetary judgment, award, or settlement that an *insured* is legally obligated to pay because of a *privacy and security claim*. *Damages* does not include punitive, liquidated, exemplary or multiplied damages; matters deemed uninsurable under applicable law; fines, penalties, taxes, or sanctions; the costs to comply with any judgment, award, court order or settlement; liability assumed under a contract; or any amounts an *insured* is not financially or legally obligated to pay.

18. *Data recovery expenses* mean the costs to retain a data recovery service provider to retrieve or restore electronic data that has been lost or damaged by a *cyber-attack*. *Data recovery expenses* do not include any amounts *you* have paid, or agree to pay, as part of any service or maintenance contract. If it is determined that *your* data cannot be retrieved or restored, *we* will pay only the actual and necessary *data recovery expenses* incurred up to such determination, subject to the *data recovery and system restoration sub-limit*.

19. *Data recovery and system restoration sub-limit* means the total amount *we* will pay for *data recovery expenses* and *system restoration costs* resulting from any one *cyber-attack* first discovered by *you* during the *endorsement period* and in the aggregate for all *cyber-attacks* first discovered by *you* during *endorsement period*. The *data recovery and system restoration sub-limit* is part of, and will reduce, the First Party Loss Limit of Insurance shown in the Personal Cyber Coverage Schedule.

20. *Denial of service attack* means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a *connected device* by sending an excessive volume of data to such *connected device* to deny, restrict or hinder access to such *connected device*.

21. *Domestic partner* means any person qualifying as such under the provisions of any applicable federal, state, or local law.

22. *Endorsement period* means the period of overage beginning on the Endorsement Effective Date specified on this Endorsement and ending on the earlier of the termination, cancellation, or expiration date of the Policy; provided however, that the *endorsement period* shall not exceed a period of 12 months.

23. *Essential service* means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.

24. *Family member* means any of the following persons residing with the *named insured*:

a. the spouse or registered *domestic partner* of the *named insured*;

b. any *minor*; and

c. other persons related to the *named insured* by blood, marriage, or adoption.

25. *Forgery* means the alteration of *your* negotiable instrument, or the imitation of *you* on a negotiable instrument, with instructions to pay, including counterfeit items, and with the intent to deceive.

26. *Fraud loss* means the loss of *money* and reasonable and necessary costs and expenses that *you* incur as a direct result of a *credit card fraud*, *forgery*, or *cybercrime*. *Fraud loss* does not include any amounts that have been reimbursed, or are reimbursable, to *you* by a credit card company, bank, or other financial institution.

27. *Hacking attack* means any malicious or unauthorized electronic attack, including, but not limited to, a *denial of service attack*, which is initiated by a *third party* and is designed to damage, destroy, corrupt, overload or impair the functionality of *your connected device*.

28. *Identity theft* means the act of knowingly transferring or using, without lawful authority, a means of *your* personal identification, with the intent to commit, or aid or abet another to commit, a crime, including the fraudulent use of *your* personal identity to establish credit accounts, secure loans or enter into contracts. *Identity theft* includes the fraudulent use of *your* health insurance numbers to file false health insurance claims or to seek medical treatment or prescription drugs. *Identity theft* does not include *business identity theft*.

29. *Identity theft expenses* means, and is limited to, any of the following incurred by *you* because of *identity theft*:

a. reasonable and customary notary and certified mail charges for completing and delivering fraud affidavits to law enforcement agencies, credit agencies, health insurance companies, or financial institutions or similar credit grantors;

b. reasonable and customary application fees to reapply for a loan, grant or other credit instrument that was denied or rejected solely because the original application contained inaccurate information due to *identity theft*;

c. employer-documented lost wages or salaried earnings from time taken off work to meet with an *attorney* or law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, or financial institutions or similar credit grantors to complete fraud affidavits, restore *your* identity or credit history, or otherwise resolve the *identity theft*, up to a maximum payment of $200 per day, and subject to the Limit of Insurance; *our* total payment for lost wages or earnings will not exceed $5,000 in any one *endorsement period*;

d. reasonable and customary daycare and eldercare costs, if such care is necessary for *you* to meet with an *attorney* or law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, or financial institutions or similar credit grantors to complete fraud affidavits, restore *your* identity or credit history, or otherwise resolve the *identity theft*, up to a maximum of $1,000 per week for up to 5 weeks, and subject to the Limit of Insurance; such care must be provided by a professional care provider who is not a *family member*;

e. reasonable and customary travel and accommodations expenses incurred by *you* in the process of resolving *identity theft*, up to a maximum limit of $1,000 per week for up to 5 weeks, and subject to the Limit of Insurance;

f. long distance telephone charges or cellular phone charges for calls to an *attorney* or law enforcement agencies, credit agencies, health insurance companies, healthcare providers, merchants, financial institutions, or similar credit grantors to report or discuss *identity theft*;

g. *attorney* fees to:

(1) defend lawsuits brought against *you* by merchants, financial institutions, or their collection agencies;

(2) remove criminal or civil judgments wrongly entered against *you* as a result of *identity theft*;

(3) challenge the accuracy or completeness of information in a consumer credit report;

(4) release medical records in cases of medical identity fraud;

(5) contest a tax liability wrongfully incurred by *you* as a result of *identity theft*;

(6) contest the wrongful transfer of ownership of *your* tangible property; or

(7) provide *you* with assistance or representation at an audit or hearing before a government agency;

h. reasonable and customary fees for the reapplication and reissuance of government-issued identification documentation, such as passports, driver's licenses, personal identification cards or social security cards, if compromised because of *identity theft*;

i. reasonable and customary fees for copies of medical records solely to investigate medical identity fraud, upon exhaustion of a healthcare provider's medical record request and appeal process;

j. reasonable and customary costs to obtain credit reports from established credit bureaus; such credit reports must be dated no later than 12 months after *you* first discover the *identity theft*, and no more than two credit reports may be obtained from any one established credit bureau; and

k. reasonable and customary credit monitoring costs for up to 24 months; such credit monitoring must begin no later than 6 months after *you* first discover the *identity theft*.

30. *Impacted state* means a sovereign state where a *cyber operation* has had a major detrimental impact on:

a. the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an *essential service* in that sovereign state; and /or

b. the security or defense of that sovereign state.

31. *Insured* means:

a. the *named insured*; and

b. any *family member*.

32. *Insured event* means any *identity theft, cyber-attack, credit card fraud, forgery, cybercrime, cyber extortion threat, cyber bullying incident* or *privacy breach*.

33. *Legal expenses* mean reasonable and necessary *attorney* fees for legal services rendered and associated costs and expenses incurred by *you* in the defense of a *privacy and security claim*. *Legal expenses* do not include retainers or any advanced costs.

34. *Legal expense limit* means the separate limit of insurance for *legal expenses* payable under Coverage B of this Endorsement. The *legal expense limit* will be paid in addition to, and will not reduce, the Combined Aggregate Limit shown in the Personal Cyber Coverage Schedule.

35. *Loss* means *identity theft expenses*, *data recovery expenses*, *system restoration costs, fraud loss*, *cyber extortion expenses*, *cyber extortion monies*, *cyber bullying expenses* or *breach notification costs*.

36. *Minor* means any person under 21 years of age who is related to the *named insured* by blood, marriage, adoption, or legal guardianship.

37. *Money* means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks, and money orders held for sale to the public.

38. *Named insured* means any natural person listed as such on the Policy declaration page.

39. *Phishing attack* means the use by a *third party* of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate a legitimate or trustworthy contact, organization, or person to solicit *private information* or *money*.

40. *Privacy and security claim* means a *suit* alleging:

a. liability for a *privacy breach*;

b. liability for the failure to prevent the transmission of a *virus* from *your connected device* to a *connected device* of a *third party*;

c. liability for the failure to prevent or hinder participation by *your connected device* in a *denial of service attack* directed against a *connected device* of a *third party*; or

d. liability for *cyber bullying* committed by a *minor* or a person posing as *you*.

A *privacy and security claim* will be deemed to be first made against *you* when it is first received by *you*.

41. *Privacy breach* means the theft, loss, or unauthorized use or disclosure of, or unauthorized access to, *private information* that is in *your* care, custody, or control, or entrusted to *you*.

42. *Private information* means information that can be used to determine, distinguish, or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. *Private information* does not include information of, or relating to, any *business* owned or operated by *you*, including proprietary information.

43. *Suit* means:

a. the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against *you* seeking *damages* or non-monetary relief; or

b. a written demand made against *you* for *damages* or non-monetary relief.

44. *System restoration costs* mean the costs to retain a computer system service provider to restore *your* computer system to the same level of functionality that existed prior to the *cyber-attack*, including services such as replacing or reinstalling computer software programs, removing a *virus*, and configuring or correcting the configuration of *your* computer system. *System restoration costs* do not include:

a. any amounts *you* have paid, or agree to pay, as part of any computer system maintenance contract;

b. any costs to upgrade or increase the speed, capacity, or utility of *your* computer system to a level that exceeds that which existed prior to the *cyber-attack*;

c. any costs that exceed the actual cash value of *your* computer system; or

d. any costs to repair or replace hardware or any electronic media on which data is recorded or stored.

45. *Therapist* means a psychologist or other mental health professional who is licensed or certified under the laws of the jurisdiction in which mental health treatment is given to a *victim* and who is qualified to provide such treatment. *Therapist* does not include any *insured*.

46. *Third party* means any entity, company, organization, or person who does not qualify as an *insured* under this Endorsement.

47. *Victim* means any *insured* who suffers mental anguish or mental injury as a direct result of a *cyber bullying incident*.

48. *Virus* means malicious software intentionally designed to insert itself by a variety of forms into a *connected device* to damage, destroy, corrupt, overload or otherwise impair the functionality of such *connected device*. *Virus* includes, but is not limited to, worms, trojan horses, spyware, dishonest adware, and malware.

49. *War* means any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority, or any action taken by a government authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions.

50. *We*, *us*, and *our* mean the Company providing the insurance under this Endorsement.

51. *Wire transfer fraud* means an intentional, unauthorized, and fraudulent written, electronic, or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse *money* from *your* personal bank account, which instruction purports to have been transmitted by *you*, but was in fact fraudulently transmitted by a *third party* without *your* knowledge or consent. *Wire transfer fraud* does not include fraud committed against *business*, commercial or non-consumer accounts.

52. *You* or *Your* means any *insured*.

53. *Your connected device* means a *connected device* owned by any *insured*.

SECTION V. – SERVICE PROVIDERS

1. When an *insured event* is reported to *us*, *we* may suggest service providers. If *you* prefer to use an alternative service provider, *our* payment for services provided by any alternative service provider will not exceed the amount that *we* would have paid for the same services using a service provider *we* suggested.

2. *You* will have a direct relationship with any service provider used, whether paid for in whole or in part under this Endorsement. All service providers work for *you*.

COMPLAINTS NOTICE

If *you* are dissatisfied with the handling of *your* claim or wish to make a complaint, please contact *us* at:

Farmers Insurance Company of Flemington, Internal Appeals Panel
23 Royal Road, Suite 100
Flemington, NJ 08822
Fax: 908-782-6899
ClaimsAppeal@farmersofflemington.com