



Delivery of Notice of Change Documents

Dear Producer,

This email is being sent to advise you that SPRISKA will be sending out a Notice of Change to our policyholders advising them that their policy will be endorsed to add the following endorsements:

Commercial Package Policies will include the following General Liability exclusions:

- 1) GL01870621 Cyber Loss Exclusion
- 2) SPR 0215 09 21 Biometric Privacy Information Exclusion

Business Owners Policies will include the following General Liability exclusions:

- 1) BP01870621 Cyber Loss Exclusion
- 2) BP-0987 09 21 Biometric Privacy Information Exclusion

Umbrella Policies will include the following exclusions:

- 1) CU01871121 Exclusion-Cyber Loss Coverages L & P
- 2) CU09871121 Exclusion-Biometric Privacy Information-Coverage L & P

A copy of these forms are attached to this document.

If you have any questions or concerns regarding these notice of change documents, please contact your underwriter.

CYBER LOSS EXCLUSION

The Commercial Liability Coverage is amended as follows. All other **terms** of the policy apply, except as amended by this endorsement.

EXCLUSIONS

The following exclusion is added:

We do not pay for:

1. **Bodily injury or property damage** (or **personal injury or advertising injury**, if provided by the Commercial Liability Coverage) any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ADDITIONAL DEFFINITIONS

In addition to the Definitions section of the Commercial General Liability Coverage Form, the following definitions apply to this coverage part:

1. **Cyber Loss** means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
2. **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

3. **Cyber Incident** means:

- 1) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or;
- 2) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

4. **Computer System** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage, networking equipment or back up facility.
5. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

BIOMETRIC PRIVACY INFORMATION EXCLUSION

The Commercial Liability Coverage is amended
as follows:

DEFINITIONS

The following definition is added:

"Biometric Privacy Information" means the Biometric Information Privacy Act ("BIPA"), or any federal, state, municipal or local statutory biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry.

EXCLUSIONS

The following exclusions are added:

1. "We" do not pay for:

"bodily injury", "property damage", "personal injury", or "advertising injury" arising out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of "Biometric Privacy Information".

SPR 0215 09 21

CYBER LOSS EXCLUSION

The Commercial Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

EXCLUSIONS

The following exclusion is added to the exclusions under:

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

1. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising directly or indirectly from "Cyber Loss" regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ADDITIONAL DEFFINITIONS

The following definitions are added:

1. "Cyber Loss" means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any "Cyber Act" or "Cyber Incident"
2. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System."

3. "Cyber Incident" means:

- 1) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System" or;
- 2) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System."

4. "Computer System" means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, "Data" storage, networking equipment or back up facility.

5. "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System."

BIOMETRIC PRIVACY INFORMATION EXCLUSION

The Commercial Liability Coverages are amended as follows:

ADDITIONAL DEFINITIONS

The following definition is added:

"Biometric Privacy Information" means the Biometric Information Privacy Act ("BIPA"), or any federal, state, municipal or local statutory biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry.

COMMERCIAL LIABILITY COVERAGES

The following is added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability and Coverage P -- Personal and Advertising Injury Liability:

"We" do not pay for:

1. any loss, cost, or expense arising out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of "Biometric Privacy Information".

BP 0987 09 21

EXCLUSION – CYBER LOSS COVERAGES L AND P

The Commercial Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added with respect to this endorsement:

1. "Cyber Loss" means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any "Cyber Act" or "Cyber Incident"
2. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System."
3. "Cyber Incident" means:
 - 1) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System" or;
 - 2) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System."
4. "Computer System" means any computer, hardware, software, communications system, electronic device (including but not limited to, smartphone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, "Data" storage, networking equipment or back up facility.
5. "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a "Computer System."

COMMERCIAL UMBRELLA LIABILITY COVERAGES

1. Under Coverage L, item 2. Exclusions, the following exclusions are added:

"We" do not pay for:

- a. "bodily injury" or "property damage" that arises directly or indirectly from "Cyber Loss" regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Under Coverage P, item 2. Exclusions, the following exclusions are added:

"We" do not pay for:

- a. "personal and advertising injury" arising directly or indirectly from "Cyber Loss" regardless of any other cause or event contributing concurrently or in any other sequence thereto.

EXCLUSION – BIOMETRIC PRIVACY INFORMATION COVERAGES L AND P

The Commercial Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added with respect to this endorsement:

"Biometric Privacy Information" means:

The Biometric Information Privacy Act ("BIPA"), or any federal, state, municipal or local statutory biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry.

COMMERCIAL UMBRELLA LIABILITY COVERAGES

1. Under Coverage L, item 2. Exclusions, the following exclusions are added:

"We" do not pay for:

- a. "bodily injury" or "property damage" that arises out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of "Biometric Privacy Information".

2. Under Coverage P, item 2. Exclusions, the following exclusions are added:

"We" do not pay for:

- a. "Personal and advertising injury" that arises out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of "Biometric Privacy Information".

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