

E8504.2 Add PCI Remediation Costs Endorsement (DBPSL)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Data Breach and Privacy Security Liability Coverage Part is amended as follows:

In Section VII. Definitions, the definition of “**Breach costs**” is deleted in its entirety and replaced with the following:

- Breach costs** means any of the following reasonable and necessary costs **you** incur with **our** prior written consent in response to a **breach** that triggers **your** notification obligations pursuant to any foreign, federal, state, or local statute, rule, or regulation, or that **you** satisfy **us** poses a significant risk of financial, reputational, or other harm to the affected **data subjects**:
1. Computer Forensic Costs: costs up to the limit stated in the Declarations for computer forensic analysis conducted by outside forensic experts to confirm a **breach** and to identify the affected **data subjects**, as well as outside attorney fees associated with the forensic reports and findings.
 2. Notification Costs: the following costs up to the limit stated in the Declarations:
 - a. Mandatory Notification Costs: for legal services, call center services, and to notify a **data subject**, a regulator, or any others, as required to satisfy **your** notification obligations; and/or
 - b. Voluntary Notification Costs: to voluntarily notify affected **data subjects**, but only if **you** satisfy **us** that the **breach** poses a significant risk of financial, reputational, or other harm to the affected **data subjects**.
 3. Credit or Identity Protection Costs: costs up to the limit stated in the Declarations to provide each affected **data subject** with one year (or more as required by law) of services to monitor and/or protect such **data subject's** credit or identity:
 - a. if required by law; or
 - b. if **you** satisfy **us** it mitigates a significant risk of financial, reputational, or other harm to the **data subject**.
 4. Crisis Management and Public Relations Costs: costs up to the limit stated in the Declarations for a public relations or crisis management consultant (and related costs) to:
 - a. reduce the likelihood of or costs of any **claim** covered by this policy; or
 - b. to assist **you** in re-establishing **your** business reputation.
 5. PCI Proof of Remediation Costs: costs up to \$<LIMIT> for a security consultant to demonstrate that **you** have the ability to prevent a future similar **breach** if required by payment company rules or a “Merchant Service Provider Agreement” as a result of a **breach**.

We will only be responsible to pay **breach costs** for services provided by a firm on the pre-approved Hiscox Preferred Breach Response Providers List.

Prior to a **breach**, **you** may request in writing **our** authorization to obtain services and incur costs from a firm that is not on the pre-approved Hiscox Preferred Breach Response Providers List, but whether to grant or deny such request will be

NAMED INSURED:

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at **our** sole discretion.

Breach costs will not mean, and **we** will have no obligation to pay, any of **your** own costs, salaries, or overhead expenses.

Endorsement Effective: XX/XX/XXXX
Endorsement No: X

Policy No.: XXXXX

By:
(Appointed Representative)

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