

BUSINESS INTERRUPTION INSURING AGREEMENT

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insured** agree that coverage will be provided subject to all of the terms, conditions and limitations of this Insuring Agreement, as follows:

1. The attached **Policy** is amended by adding an additional Insuring Agreement as follows:

BUSINESS INTERRUPTION INSURING AGREEMENT

The **Insurer** will indemnify the **Company**, after the Waiting Period set forth in Item 7(b) of the Declarations, for **Loss** sustained by the **Company** as a direct result of an **Interruption** of its business operations at one or more locations arising out of provision of **Internet/Electronic Banking Services**, provided that the **Company** takes all reasonable measures to resume operations at the affected location as promptly as possible. For purposes of this Insuring Agreement, loss of Business Income shall be paid at the hourly rate set forth in Item 7(a) of the Declarations, up to the Limit of Liability set forth in Item 4 of the Declarations.

2. For the purpose of the coverage afforded by this Insuring Agreement, all of the terms and conditions set forth in the **Policy** and any amendments thereto shall apply except:

- A. Section II, entitled "Additional Coverages", and Section III, entitled "Discovery Period", are deleted in their entirety.

- B. All the definitions set forth in Section IV, entitled "Definitions", shall apply except:

- (1) The definition of **Insured Person** is deleted in its entirety.

- (2) The definition of **Loss** is deleted and replaced as follows:

Loss means **Extra Expense** and/or loss of Business Income.

- C. Section IV, entitled "Definitions", is amended to add the following:

Extra Expense means actual, reasonable and necessary expenses in excess of the **Company's** normal operating costs, including but not limited to additional expenses associated with the temporary addition of employees to service customers on-site and costs of establishing the amount of **Loss**, incurred by the **Company** during an **Interruption** of **Internet/Electronic Banking Services** in order to continue business during the **Interruption** and which the **Company** would not have incurred if there had been no **Interruption**; however, **Extra Expense** shall not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any **Computer System**.

Interruption means a suspension, cessation or delay in the **Company's** provision of **Internet/Electronic Banking Services** due to failure or impairment of an Internet website, the address of which is listed in Item 1(b) of the Declarations, or of a private computer network controlled by the **Company**, due to:

- (1) unauthorized taking of or access to **Electronic Data** within any **Computer System** operated by or on behalf of the **Company**;

- (2) malicious or unauthorized introduction or implantation of any computer code, program, virus or other data into any **Computer System** operated by or on behalf of the **Company**;

- (3) an intentional attack, through the transmission of **Electronic Data**, upon any **Computer System** operated by or on behalf of the **Company** that results in loss of access to **Internet/Electronic Banking Services**;
- (4) inability of any **Computer System** operated by or on behalf of the **Company** to provide proof of the origin and/or delivery of any message or data necessary to provide **Internet/Electronic Banking Services**; or
- (5) the **Company's** intentional limitation of access to the website or any **Computer System** in an attempt to protect **Electronic Data** or any **Computer System** or secure confidential information from an extortion threat;

provided, however, that the **Electronic Data** and **Computer System** are protected by security measures in conformity with currently accepted industry standards at the time the **Policy** was issued.

- D. All of the exclusions set forth in Section V, entitled "Exclusions", shall apply and the following are added:

Mechanical Malfunction Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** resulting directly or indirectly from mechanical failure, faulty construction, wear or tear, gradual deterioration, electrical disturbance or electrical surge.

Prior Dishonesty Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** based upon, attributable to or arising out of any intentional, willful, deliberate, malicious, fraudulent, dishonest or criminal act by any directors, officers, employees, consultants or independent contractors of the **Company** if such act occurs after any of the **Company's** officers or directors not in collusion with such person learn of any other fraudulent, dishonest or criminal act by such person, regardless of whether the fraudulent, dishonest or criminal act would be covered under this **Policy**.

- E. Section VI is deleted and replaced as follows:

SECTION VI - LIMIT OF LIABILITY AND WAITING PERIOD

- A. The Limit of Liability for all **Loss** first discovered during each **Policy Year** shall not exceed the amount set forth in Item 4 of the Declarations as to this Insuring Agreement, regardless of the time of payment by the **Insurer**. The Limit of Liability under this Insuring Agreement constitutes a sublimit which does not increase the **Insurer's** maximum liability under the **Policy**.
- B. **Loss** resulting from the same act or series of related acts shall be considered a single **Loss**, and only one Limit of Liability shall be applicable. However, each such single **Loss** shall be deemed to be first discovered on the date the earliest of such **Loss** was first discovered, regardless of whether such date is before or during the **Policy Period**.
- C. The **Insurer** shall not be liable under this Insuring Agreement for any **Loss** until the period of **Interruption** exceeds the Waiting Period set forth in Item 7(b) of the Declarations. The **Insurer** shall not be liable for **Loss** incurred during the Waiting Period.

- F. Section VII, entitled "Defense and Settlements", and Section VIII, entitled "Allocation and Arbitration", are deleted in their entirety.

- G. Section IX is deleted and replaced as follows:

SECTION IX – NOTICE OF LOSS AND PROOF OF LOSS

- A. The **Company**, as a condition precedent to any rights under this Insuring Agreement, shall give the **Insurer** written notice, as soon as practicable, of any **Loss** discovered during the **Policy Period**, but in no event later than sixty (60) days after such **Loss** is first discovered. Discovery occurs when the **Company** first becomes aware of facts which would cause a reasonable person to assume that a **Loss** of a type covered by this Insuring Agreement has been or will be incurred, even though the exact amount or details of **Loss** may not then be known.
 - B. Within six (6) months after discovery of any **Loss**, the **Company** shall furnish to the **Insurer** Proof of Loss, duly sworn to, with full particulars.
 - C. In addition to furnishing the notice as provided in (A) above, the **Company** shall cooperate fully with the **Insurer** in all matters pertaining to the **Loss** and shall promptly furnish the **Insurer** with all information reasonably requested by the **Insurer** including, but not limited to, copies of reports, investigations, pleadings and other papers in connection therewith.
- H. Section X is deleted and replaced as follows:

SECTION X – MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES

- A. If during the **Policy Period**, the **Company** acquires or merges with another entity whereby the **Company** is the surviving entity, or creates or acquires a **Subsidiary**, the **Insurer** reserves the right to amend this Insuring Agreement, decline to provide coverage for the acquired, merged or created entity, or assess additional premium. No coverage shall be afforded under this Insuring Agreement for any **Loss** incurred by such entity or **Subsidiary** more than ninety (90) days after the acquisition, merger or creation unless:
 - (1) the **Company** provides written notice of such transaction, including any requested information regarding the transaction, to the **Insurer** as soon as practicable;
 - (2) the **Insurer**, at its sole discretion, agrees in writing to provide such coverage; and
 - (3) the **Company** accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the **Insurer**.
- B. Any coverage afforded under this Insuring Agreement, either during the ninety (90) day period described in (A) above or thereafter if the **Insurer** has agreed to provide coverage, for any **Loss** in any way involving the assets or entity acquired or the assets or liabilities of the entity merged with shall not apply to any **Loss** arising out of or directly or indirectly resulting from facts, circumstances or conditions of which the entity or the **Company** were aware, or of which they reasonably should have been aware, prior to the effective date of acquisition, merger or creation.
- C. If the **Company** offers **Internet/Electronic Banking Services** either directly or through a **Subsidiary** or through agreement with another person or entity, other than the services specified on the **Application**, the **Insurer** reserves the right to amend this Insuring Agreement, assess additional premium or decline to provide coverage for the changed business activity. No coverage for such changed business activity shall be afforded under this **Policy** for any **Loss** incurred more than ninety (90) days after initiation of such activity unless:
 - (1) the **Company** provides written notice, including any requested information, to the **Insurer** as soon as practicable;
 - (2) the **Insurer**, at its sole discretion, agrees in writing to provide such coverage; and

- (3) the **Company** accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the **Insurer**.
- D. If during the **Policy Period**, the **Company** is acquired by or merges or consolidates with another entity whereby the **Company** is not the surviving entity, this Insuring Agreement will terminate.
- I. Section XI (C), entitled "Conversion", is deleted in its entirety.
- J. Section XIII, entitled "General Conditions", Subsections (A) and (F) are deleted and replaced as follows:
- A. **SUBROGATION AND ASSIGNMENT** – In the event of any payment under this Insuring Agreement:
- (1) the **Company** shall deliver, if so requested by the **Insurer**, an assignment of such of the **Company's** rights, title, interest and causes of action as it has against any person or entity to the extent of the **Loss** payment; and
 - (2) the **Insurer** shall be subrogated to the extent of such payment to all of the **Company's** rights to recovery therefor, and the **Company** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** effectively to bring suit in the name of the **Company**. Recoveries from any other person for **Loss** paid under this Insuring Agreement, whether effected by the **Insurer** or the **Company**, shall be applied net of the expense of such recovery: first, to the satisfaction of the **Company's Loss** which would have otherwise been paid but for the fact that it is in excess of the Limit of Liability; and secondly, to the **Insurer** as reimbursement of amounts paid to the **Company** under this Insuring Agreement.
- F. **ACTION AGAINST THE INSURER** – Legal proceedings for the recovery of any **Loss** under this Insuring Agreement shall not be brought prior to the expiration of sixty (60) days after the Proof of Loss, with full particulars, is filed with the **Insurer** or after the expiration of twenty-four (24) months from the discovery of such **Loss**.

This Insuring Agreement affords coverage only in favor of the **Company**. No suit, action or legal proceedings shall be brought hereunder by anyone other than the **Company**.

This Insuring Agreement shall be effective as of 12:01 a.m. on [endorsementeffdt].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.