



### PIA PROGRAM ENHANCEMENTS

It is understood and agreed that the Policy is amended as follows:

**EXPANDED MULTIMEDIA WRONGFUL ACT DEFINITION**

- 1. Section III.CC.(6) is deleted and replaced with the following:
  - (6) improper deep linking and framing;
- 2. Section III.CC. is amended by the addition of the following:
  - (7) unauthorized use of titles, formats, performances, style, characters, plots or other protected material; and
  - (8) piracy or unfair competition, but only if arising out of (1) through (7) above;

**AFFIRMATIVE COVERAGE FOR OCR FINES FOR HIPAA VIOLATIONS**

Section III.Y.(3)(b) is amended by the addition of the following:

such civil fines or penalties include fines assessed by the Office for Civil Rights (OCR) for violations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

**AMENDMENT TO NOTICE TO THE INSURER**

- 1. Section VIII.A.(1)(a) is deleted and replaced with the following:
  - (a) notify the **Insurer** at the Hotline Number set forth in Item 8.(a) of the Declarations of any **Data Compromise** as soon as practicable but in no event more than \_\_\_\_\_ ( \_\_\_ ) business days after such **Data Compromise** is first discovered;

**EXTENDED CLAIMS REPORTING PROVISION**

Section VII.B. is deleted and replaced with the following:

**B. Notice of Claim**

As a condition precedent to coverage under the Policy, the **Insured** must give written notice to the **Insurer** of any **Claim** as soon as practicable after such **Claim** is first received by an **Executive**, but in no event later than ninety (90) days after the end of the **Policy Period** or any **Extended Reporting Period**.

Insured:

Policy Period:

Policy Number:

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date:



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### EXTENDED NON-RENEWAL PROVISION

Section IX.B. is deleted and replaced with the following:

#### **Non-Renewal**

If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide written notice thereof to the **Corporation** at the address shown in the Declarations no less than ninety (90) days in advance.

### ADDITIONAL INSURED COVERAGE

Section X. is amended by the addition of the following:

#### **Additional Insured Coverage**

For purposes of coverage provided by this endorsement, the following person(s) and entity(ies):

shall be an "Additional Insured." The **Insurer** shall pay on behalf of any Additional Insured all **Loss** for any **Claim** made against such Additional Insured provided that:

- (1) prior to such **Claim** being made against the Additional Insured, the **Company** entered into a written agreement with the Additional Insured that requires the **Company** to Indemnify such Additional Insured;
  - (2) such coverage is limited to **Loss** which, had the **Claim** been made against an **Insured**, would be covered under this Policy; and
  - (3) such **Claim** against the Additional Insured is solely as a result of a **Wrongful Act** of an **Insured**.
2. Provided parts (1) through (3) of the Additional Insured Coverage apply to such **Claim** against an Additional Insured, Section III.W. is amended by the addition of the following:

**Insured** shall also mean "Additional Insured."

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.