



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
	12:01 a.m. on		

## PRIVACY BREACH AND REGULATORY INVESTIGATIONS ENDORSEMENT

It is agreed that:

- The section entitled **Special Benefits** is amended to add the following at the end thereof:

**Privacy Breach Response Expenses**

**We** will reimburse the **named insured** up to twenty thousand dollars (\$20,000) for **privacy breach response expenses** incurred in connection with a **privacy breach** provided that such **privacy breach** first occurred during the **policy period** and is reported to **us** in accordance with the section entitled **Notice of Claims**. The maximum amount **we** will pay for such **privacy breach response expenses** is twenty thousand dollars (\$20,000) per **privacy breach** and twenty thousand dollars (\$20,000) for all **privacy breaches** in the aggregate regardless of the number of **privacy breaches**.

For the purposes of the coverage provided by this endorsement, any reference in the **Notice of Claims** provision to **claims** shall be deemed to include **privacy breaches**.

- The section entitled **Special Benefits**, sub-section 2. **Disciplinary Proceeding Defense Cost Reimbursement**, is amended to include the following after each use of the words “**disciplinary proceeding**”:

(including any **regulatory investigation**)

- The definition of **disciplinary proceeding** is amended to add the following:

A **disciplinary proceeding** includes a **regulatory investigation**.

- The section entitled **Definitions** is amended to add the following new definitions:

**Computer systems** computers and associated input and output devices, data storage devices, networking equipment, and back-up facilities operated by and either owned by or leased to the **named insured**; or operated for the benefit of the **named insured** by a third party service provider and used for the purpose of providing hosted application services to the **named insured**; or for processing, maintaining, or storing electronic data, pursuant to written contract with the **named insured**.

**Confidential business information** means, with respect to a third-party entity, any information that comes into the **named insured's** care, custody or control in the course of performing **professional legal services**:

- a. that is subject to any form of confidentiality agreement or confidentiality provision in a contract or agreement between the organization and the **named insured**; or
- b. which the **named insured** is legally required to maintain in confidence.

However, **confidential business information** does not include any publicly available information that is lawfully in the public domain or information available to the general public from government records, nor does it include **protected personal information**.

**Privacy breach** means the actual or alleged unauthorized release of, or disclosure, theft or other misappropriation of **confidential business information** or **protected personal information** in the **named insured's computer systems** which release, disclosure, theft or other misappropriation occurs in the course of rendering **professional legal services**. All **privacy breaches** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision will be deemed to be a single **privacy breach** first occurring on the date the earliest of such **privacy breaches** occurred.

**Privacy breach response expenses** are those reasonable and necessary expenses incurred by **you** to:

- a. hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or
- b. provide notifications or credit monitoring services to individuals in compliance with state or local privacy laws when the security, confidentiality or integrity of their personal information has been compromised.

**Privacy Regulation** means any state or federal identity theft and privacy protection legislation that requires commercial entities that collect, process, or store personal information to post privacy policies, adopt specific privacy controls, or notify natural persons and/or organizations in the event that such personal information has been compromised or potentially compromised including, but not limited to:

- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
- b. Health Information Technology for Economic and Clinical Health Act of 2009, and its related regulations;
- c. Gramm-Leach-Bliley Act of 1999;
- d. California Database Breach Act (SB1386); or
- e. Minnesota Plastic Card Security Act;

**Protected personal information** means personal information about an individual that is not available to the general public and from which such individual can be uniquely identified, which information comes into **your** care, custody or control in the course of performing **professional legal services** and which information is the subject of any **privacy regulation**.

**Regulatory Investigation** means an investigation of **you** by a state licensing board, self-regulatory body, public oversight board or a governmental agency with the authority to regulate **your professional legal services** provided such investigation arises from an actual or alleged **privacy breach** that occurred in the rendering of **professional legal services**.

All other provisions of the Policy remain unchanged.

Specimen