

## **PRIVACY VIOLATION ENDORSEMENT**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added to Coverage Section A., Employment Practices Liability Coverage Section:

- I. Section II. Definition E., **Wrongful Employment Practices**, is amended to include **Privacy Violation(s)**, as defined herein.
- II. Section II., Definitions, is amended for purposes of this endorsement to include the following terms.
  - A. **“Breach Notice Law”** means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person.
  - B. **“Personally Identifiable Non-Public Information”** means information about an **Employee** obtained by the **Insured Company** solely in its capacity as the employer of such individual. **Personally Identifiable Non-Public Information** does not include any information obtained by an **Insured** in any other capacity including without limitation information obtained as a result of the **Employee** being a customer of the **Insured Company**.
  - C. **“Privacy Policy”** means the internal or publicly accessible written documents that set forth the **Insured Company’s** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
  - D. **“Privacy Violation”** means:
    - 1. theft of **Personally Identifiable Non-Public Information** that is in the care, custody or control of the **Insured Company**, or an independent contractor that is holding or processing such information on behalf of the **Insured Company**;
    - 2. the **Insured Company’s** failure to timely disclose a incident or event triggering a violation of any **Breach Notice Law**;
    - 3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
      - a. prohibits or restricts the **Insured Company’s** disclosure, sharing or selling of an **Employee’s Personally Identifiable Non-Public Information**;
      - b. requires the **Insured Company** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by an **Employee**; or

- c. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

*EPL 0003*