



For purposes of this Policy, words in bold, whether expressed in the singular or the plural, have the meaning set forth below.

APPLICATION

Application means all signed applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. **Application** includes any materials submitted or required to be submitted therewith. An "affiliate of the Insurer" means an insurer controlling, controlled by, or under common control with, the Insurer.

ASSUMED UNDER CONTRACT

Assumed Under Contract means liability of others, for **Material** furnished by the **Insured**, that the **Insured** agrees to assume under a hold harmless or indemnity agreement but only to the extent such liability arises out of any **Media Activity**.

CLAIM

Claim means:

1. a written demand for monetary damages or non-monetary relief (including demands for injunctive or declaratory relief) against an **Insured** alleging a **Wrongful Act**, which **Claim** shall be deemed made on the date of the **Insured's** receipt of such written demand; or
2. a written request received by the **Insured** to toll or waive a statute of limitations in connection with a **Claim** as defined in paragraph I. through II. below, which **Claim** shall be deemed made on the date of the **Insured's** receipt of such written request; or

When used in the:

- I. Miscellaneous Professional Liability **Coverage Part**, the Media Liability **Coverage Part** and the Technology & Telecommunications Liability **Coverage Part**, **Claim** also means a proceeding which is a:

- A. civil proceeding in a court of law or equity or any alternative dispute resolution proceeding;
- B. a formal civil administrative or regulatory proceeding or formal civil, administrative or regulatory investigation,

against an **Insured** alleging a **Wrongful Act**. Such **Claim** shall be deemed made on the earliest of the date of service upon, or other receipt by, any **Insured** of a complaint, subpoena, formal order of investigation, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual), or similar document in such proceeding, arbitration or investigation.

However, a **Claim** does not include any criminal proceeding, criminal administrative or criminal regulatory proceeding or criminal investigation or informal civil investigation; and,

- II. Network Security & Privacy Injury Liability **Coverage Part**, **Claim** also means:

A civil proceeding in a court of law or equity or any alternative dispute resolution proceeding, or **Privacy Regulation Proceeding**, against an **Insured**, alleging a **Wrongful Act**. Such **Claim** shall be deemed made on the earliest of the date of service upon, or other receipt by, any **Insured** of a complaint, or similar document in such proceeding or arbitration.

However, a **Claim** does not include any criminal proceeding or criminal or civil investigation. Nor does **Claim** include any regulatory proceeding except if the regulatory proceeding is a **Privacy Regulation Proceeding**.

COVERAGE PART

Coverage Part means only those coverage parts designated in the Declarations as included.

DEFENSE COSTS

Defense Costs with respect to all Liability **Coverage Parts** means:

1. all fees charged by attorneys designated by the Insurer, and all reasonable fees charged by attorneys designated by the **Named Insured** with the Insurer's prior written consent;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** incurred by the Insurer or by the **Insureds** with the prior written consent of the Insurer; and,
3. the costs of appeal, attachment or similar bonds. The Insurer has no obligation to provide such bonds.

Defense Costs do not include any fees, costs or expenses incurred by an **Insured** to the extent the **Defense Costs** are without the Insurer's prior written consent.

All fees, costs and expenses incurred in the investigation, adjustment, defense and appeal of a **Claim** must be reasonable and necessary to the defense of the **Claim**.

However, **Defense Costs** does not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, or **Employees** of the **Insured Entity**.

DENIAL OF SERVICE ATTACK

Denial of Service Attack means an attack executed over one or more networks or the Internet, which attack is specifically designed and intended to disrupt the operation of a network and render a network inaccessible to authorized users.

DIRECT AND CONTINUOUS PHYSICAL CONTROL

Direct and Continuous Physical Control means at all times:

1. located within a facility occupied by the **Insured Entity** where the **Insured Entity** physically limits access to the facility to only **Insureds** who are authorized by the **Insured Entity** to access information on the laptop, and where the **Insured Entity** does not permit access by third parties unless they are escorted at all times by an **Insured Person**;
2. within an **Insured Person's** physical reach and unobstructed view while such **Insured Person** is awake; or,
3. within a locked container, vehicle or premise which:
 - a. can only be unlocked by an **Insured Person**;
 - b. where the **Insured** has not entrusted the keys or combination (if secured by a combination lock) to a third party other than a **Third Party Custodian**; and,
 - c. where any such locked container is physically affixed to the structure of a building or premise in a manner that precludes its removal.

DOMESTIC PARTNER

Domestic Partner means any person qualifying as a "domestic partner" under any federal, provincial, state or local laws or under the **Insured Entity's** employee benefit plans.

EMPLOYEE

Employee means all past, present or future full-time or part-time employees of the **Insured Entity** or **Plan**, including seasonal and temporary employees and employees leased or loaned to the **Insured Entity**. **Employee** does not include any volunteers or independent contractors except when used in connection with the Employment Practices Liability **Coverage Part**.

When used in connection with the Crime **Coverage Part**, **Employee** has the meaning set forth therein.

ERISA OR ANY SIMILAR ACT

ERISA or any Similar Act means the Employee Retirement Income Security Act of 1974, or any similar federal, provincial, state or local statutory or common law of the United States or Canada, or any federal, provincial, statute or location statutory or common law governing pension benefits.

EXECUTIVE

Executive means any past, present or future:

1. duly elected or appointed director, officer, trustee, governor or **Manager** of the **Insured Entity** or **Plan**;
2. management committee member if the **Insured Entity** is a joint venture; or,
3. official in the **Insured Entity** organized and operated in a **Foreign Jurisdiction** who is holding a position that is equivalent to an executive position listed in 1. or 2. above.

When used in the Employment Practices Liability **Coverage Part**, **Executive** also includes the director of human resources or functional equivalent position of any **Insured Entity**.

FOREIGN JURISDICTION

Foreign Jurisdiction means any jurisdiction other than Canada, the United States or any of their territories or possessions.

INJURY

Injury means:

1. any form of libel, slander or defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including product disparagement, or trade libel;
2. any form of invasion or infringement of, or interference with, rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. false arrest, detention or imprisonment, or malicious prosecution;
4. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
5. infringement of copyright, title, slogan, logo, trademark, trade name, trade dress, service mark or service name;
6. plagiarism, piracy, misappropriation of ideas, including ideas under implied contract, or other misappropriation of intellectual property rights or information;



7. unfair competition or unfair trade practices alleged in conjunction with 5. and 6. above, including but not limited to dilution, confusion, deceptive trade practices or unfair trade practices, civil actions for consumer fraud, false, disruptive or misleading advertising or misrepresentation in advertising;
8. negligent supervision of an **Employee** alleged in conjunction with 1. through 7. above; or
9. negligent or intentional infliction of emotional distress, outrage or outrageous conduct.

INSURED

Insured means the **Insured Person** and the **Insured Entity**.

INSURED ENTITY

Insured Entity means the **Named Insured** and any **Subsidiary** including any such entity as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

When used in connection with the Crime **Coverage Part**, **Insured** has the meaning set forth therein.

INSURED PERSON

Insured Person means **Executives** and **Employees** of the **Insured Entity**.

When used in the:

- I. Miscellaneous Professional Liability **Coverage Part**, Media Liability **Coverage Part**, Technology & Telecommunications Liability **Coverage Part** or the Network Security and Privacy Injury Liability **Coverage Part**, **Insured Person** also includes an independent contractor of the **Insured Entity**; or
- II. Media Liability **Coverage Part**, **Insured Person** also includes any agent or non-compensated author of the **Insured Entity**.

INTERNET SERVICES

Internet Services means services to obtain, maintain or use Internet connectivity, including:

1. services as an Internet access provider, application service provider, domain name registrar, domain name register, search engine, web browser;
2. web hosting, e-commerce transaction services, electronic exchange and auction services, Internet media services, managed and network security services, public key infrastructure services and web portal services; or
3. development, design and maintenance of chat rooms, websites, e-mail services, bulletin boards.

INTERRELATED WRONGFUL ACTS

Interrelated Wrongful Acts means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

LAPTOP COMPUTER BREACH

Laptop Computer Breach means the loss or theft of a laptop computer or a removable storage device that is:

1. in the **Insured's Direct and Continuous Physical Control**; and,
2. used by an **Insured** for a business purpose;

whether or not such laptop is lost or stolen from the **Insured's** premises or from any third party's premises.

LOSS

Loss means:

1. damages, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**; and
2. punitive and exemplary damages and the multiplied portion of multiplied awards (subject to this Policy's other terms, conditions and limitations). Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiplied amounts. As used herein, "applicable law" means the law of any of the following jurisdictions:
 - a. where the **Claim** seeking such **Loss** is brought or where such **Loss** is awarded or imposed;
 - b. where the **Wrongful Act** giving rise to the **Claim** occurred;
 - c. where the **Insureds** subject to such **Loss** are incorporated, have their principal place of business or reside; or
 - d. where the Insurer is incorporated or has its principal place of business.

However, it is agreed that the insurability of punitive or exemplary damages and statutory liability-related penalties shall be governed by such applicable law of the jurisdiction that most favours coverage for punitive or exemplary damages and statutory liability-related penalties provided such jurisdiction has a substantial relationship to the relevant **Insured persons**, to the **Entity** or to the **Claim** giving rise to the **Loss**.

In addition to the above, and solely with respect to the:

Miscellaneous Professional Liability **Coverage Part**, Media Liability **Coverage Part**, Technology & Telecommunications Liability **Coverage Part**, or the Network Security and Privacy Injury Liability **Coverage Part**, **Loss** does not include:

1. civil or criminal fines, penalties, taxes, sanctions or forfeitures imposed on an **Insured**, whether pursuant to law, statute, regulation or court rule, except that solely with respect to the Network Security and Privacy Injury Liability **Coverage Part** this shall not include **Privacy Regulation Fines**;
2. fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, financial loss, set-off or paid in the form of service credits or coupons or other non-cash consideration by the **Insured**;



3. liquidated damages pursuant to a written contract or agreement in excess of the **Insured's** liability caused by the **Wrongful Act**;
4. any amounts for which an **Insured** is liable due to an act or omission in knowing violation of any written contract or agreement or due to its assumption of the liability of others under any contract or agreement;
5. solely with respect to the Media Liability **Coverage Part**, the **Insured's** production costs, or the **Insured's** cost of reprinting, recalling, recovering, shipping, mailing, correcting, reprocessing, restoring, repairing, replacing, or reproducing erroneous, damaged or lost tangible property or **Material**; or
6. funds, monies, or securities that an **Insured** transferred or failed to transfer.

When used in connection with the Crime **Coverage Part**, **Loss** has the meaning set forth therein.

MATERIAL

Material means media content, in any format, and all software used to distribute or display such media content; provided however, that **Material** does not include:

1. the goods or products based on or derived from such content; or,
2. the **Insured Entity's** trade name.

MEDIA ACTIVITY

Media Activity means:

1. gathering, acquiring, obtaining, researching, developing, editing, preparing, filming, videotaping and recording **Material**; or
2. the dissemination or utterance of **Material**, by any means, including:
 - a. publishing, producing, printing, advertising, marketing, promoting and exhibiting;
 - b. broadcasting, telecasting, webcasting, cable casting; or,
 - c. syndicating, selling, leasing, licensing, distributing, serializing or releasing **Material**; through any medium, including but not limited to wireless or electronic medium.

MERCHANDISING ACTIVITY

Merchandising Activity means the manufacture, production or distribution of goods (other than media) which contain intellectual property.

NAMED INSURED

Named Insured means the person or entity named in Item 1 of the Policy Declarations.

NETWORK

Network means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **Network** shall not include the internet, telephone company networks, or other public infrastructure network (collectively "public infrastructure network") unless such public infrastructure network is operated and controlled exclusively by the **Insured Entity**.

NETWORK DAMAGE

Network Damage means:

1. the unscheduled and unplanned inability of an authorized user to gain access to the **Network**;
2. the unauthorized destruction or alteration of any third-party's information residing on the **Network**;
or
3. the suspension or interruption of the **Network**.

NETWORK EXTORTION

Network Extortion means a third party demand to the **Insured Entity** for money or securities in exchange for:

1. the return of, or refraining from disclosing, the **Insured Entity's** confidential information or the confidential information of others in the **Insured Entity's** care, custody or control;
2. not publicizing that the **Insured Entity's Network** will be or has been impaired, compromised or destroyed; or
3. not impairing, altering or destroying the **Insured Entity's Network** or website;

provided that the **Insured Entity's Executives** reasonably believe that the third party's demand is credible and that there is imminent and probable danger that the extortionist can execute on its demand.

NETWORK EXTORTION EXPENSE

Network Extortion Expense means all reasonable and necessary expenses incurred by the **Insured Entity** in order to directly respond to a **Network Extortion**, including the payment of money or securities demanded by an extortionist, provided, however that the payment of money or securities demanded by an extortionist must be made in conjunction with, and at the direct direction of, any law enforcement agency conducting an investigation of the **Network Extortion**. **Network Extortion Expenses** shall not include the repeated payment of money or securities demanded by any single extortionist or group of extortionists acting in collusion, or in response to multiple extortion demands connected by common facts or circumstances.

NONPUBLIC CORPORATE INFORMATION

Nonpublic Corporate Information means proprietary trade secret information owned by a third-party that is in the care, custody or control of the **Insured Entity** by operation of law or pursuant to a contractual obligation that requires the **Insured Entity** to maintain the confidentiality of such proprietary trade secret information.

NONPUBLIC PERSONAL INFORMATION

Nonpublic Personal Information means two or more elements of information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social insurance number, account relationships, account numbers, account balances, and account histories.

OCCURRENCE

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

PERSONAL/PROPRIETARY INJURY

Personal/Proprietary Injury means injury arising out of one or more of the following:

1. false arrest, detention or imprisonment, or malicious prosecution;
2. wrongful entry or eviction, or other invasion of the right of private occupancy;
3. libel, slander, or other forms of defamation;
4. plagiarism, misappropriation of ideas (including advertising ideas), or breach of confidentiality;
5. invasion, infringement or interference with the rights of privacy or publicity; or
6. infringement of copyright, title, slogan, logo, trademark, trade name, trade dress, service mark, or service name. Infringement of copyright does not include infringement of software, computer code and computer firmware except with respect to the Technology & Telecommunications Liability **Coverage Part**,

POLICY PERIOD

Policy Period means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Policy Declarations, or its earlier cancellation date. If the length of the **Policy Period** is the same as the **Policy Year**, the terms **Policy Period** and **Policy Year** are used interchangeably herein.

POLICY PREMIUM

Policy Premium means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **Policy Period**.

POLICY YEAR

Policy Year means the period of one year following the effective date of the **Policy Period** or any subsequent one-year anniversary thereof. A **Policy Year** may be extended or reduced by endorsement or by termination of the Policy.

POLLUTANTS

Pollutants means any substance exhibiting hazardous characteristics as is or may be defined or identified on any list of hazardous substances issued under the Canadian Environmental Protection Act (1999) or its regulations, or under any provincial, local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, asbestos products, or any noise.

PRIVACY EVENT

Privacy Event means an act, error or omission by the **Insured Entity**, by an **Insured Person** within the scope of such individual's duties on behalf of the **Insured Entity** or by someone who the **Insured** has engaged to provide services pursuant to a written contract and for whom the **Insured Entity** is legally responsible which, in the reasonable opinion of an **Executive**, caused, or is reasonably likely to cause, the unauthorized disclosure of **Nonpublic Personal Information** or **Nonpublic Corporate Information**.

PRIVACY EVENT EXPENSES

Privacy Event Expenses means all reasonable and necessary fees, costs and expenses incurred by the **Insured Entity** to directly respond to a **Privacy Event**.

PRIVACY INJURY

Privacy Injury means:

1. any unauthorized disclosure of, inability to access, inaccuracy in, or the **Insured's** failure to prevent unauthorized access to, **Nonpublic Personal Information**;
2. the **Insured's** failure to implement and maintain procedures designed to protect **Nonpublic Personal Information** from unauthorized use or disclosure, in violation of:
 - a. the **Named Insured's Privacy Policy**; or,
 - b. any federal, provincial, state, foreign or other law, statute or regulation governing the confidentiality, integrity, or accessibility of non-public personal information, including but not limited to the Personal Information Protection Act, the Personal Health Information Protection Act, Personal Information Protection and Electronics Documents Act, the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, the EU Data Protection Act, or the Fair and Accurate Credit Transactions Act; or
3. any unauthorized disclosure of, inability to access, inaccuracy in or an **Insured's** failure to prevent unauthorized access to **Nonpublic Corporate Information**.

PRIVACY POLICY

Privacy Policy means the **Insured Entity's** policies in written or electronic form that:

1. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **Nonpublic Personal Information**; and,
2. the **Insured Entity** provides to those customers, **Employees** or others who provide it with **Nonpublic Personal Information**.

PRIVACY REGULATION FINES

Privacy Regulation Fines means civil fines, sanctions or penalties imposed under any **Privacy Regulation Proceeding** for a violation of any **Security Breach Notice Law** or any law, statute or regulation referenced under the definition of **Privacy Injury**.

PRIVACY REGULATION PROCEEDING

Privacy Regulation Proceeding means a civil, administrative or regulatory proceeding against an **Insured** by a federal, state or foreign governmental authority alleging a violation of any **Security Breach Notice Law** or any law, statute or regulation referenced under the definition of **Privacy Injury**.

PROFESSIONAL SERVICES

Professional Services means those services performed by the **Insured Entity** or by an **Insured Person** within the scope of such individual's duties on behalf of the **Insured Entity** for others and that are specified in the attached "Professional Services Endorsement."

PROPERTY DAMAGE

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or,
2. loss of use of tangible property that is not physically damaged except that with respect to the Technology & Telecommunications Liability **Coverage Part** such loss of use must be caused by an **Occurrence**.

When used in the Technology & Telecommunications Liability **Coverage Part** or the Network Security & Privacy Injury **Coverage Part**, **Property Damage** does not include electronic data. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

RELATED CLAIMS

Related Claims means all **Claims** arising out of a single **Wrongful Act** or arising out of **Interrelated Wrongful Acts**.

RETROACTIVE DATE

Retroactive Date means the date set forth in the Professional Liability **Coverage Part** Declarations.

ROGUE EMPLOYEE

Rogue Employee means an **Employee** of the **Insured Entity** who acts outside of his or her scope of employment authority to deliberately cause an event that gives rise to a **Claim**.

SECURITY BREACH

Security Breach means the failure of the **Insured Entity's Network** hardware, software, or firmware, the function or purpose of which is to:

1. identify and authenticate parties prior to accessing the **Insured Entity's Network**;
2. control access to the **Insured Entity's Network** or monitor and audit such access;
3. protect against malicious code;



4. defend against **Denial of Service Attacks** or co-optation of the **Insured Entity's Network** to perpetrate a **Denial of Service Attack** against others; or,
5. ensure confidentiality, integrity and authenticity of information on the **Insured Entity's Network**.

SECURITY BREACH NOTICE LAW

Security Breach Notice Law means any statute or regulation that requires an entity storing **Nonpublic Personal Information** on its **Network** to provide notice to specified individuals of any actual or potential **Security Breach** with respect to such **Nonpublic Personal Information**.

SINGLE LOSS

Single Loss means all **Loss** arising from each **Claim**.

SUBSIDIARY

Subsidiary means:

1. any entity (other than a partnership) in which the **Named Insured** has **Management Control** directly or indirectly through one or more other **Subsidiaries**:
 - a. on or before the effective date of this Policy; or
 - b. after the effective date of this Policy by reason of being created or acquired by the **Named Insured** and any **Subsidiary** after such date, if and to the extent coverage with respect to the entity is afforded pursuant to the General Terms and Conditions, Section XII., **COVERAGE FOR NEW SUBSIDIARIES AND PLANS**; or
2. any not-for-profit entity:
 - a. as defined by section 149(1)(f), (g), (i), (j), (k), or (l) of the Income Tax Act;
 - b. established under the Canada Not-for-Profit Corporations Act or under that statute's predecessor legislation;
 - c. section 26 U.S.C. §501(c)(3), (4), (6), (7), and (10) sponsored exclusively by any **Insured Entity**.

When used in connection with the Crime **Coverage Part**, **Subsidiary** has the meaning set forth therein.

TAKEOVER

Takeover means:

1. the acquisition by another entity or person, or group of entities or persons acting in concert, of:
 - a. the **Management Control** of the **Named Insured**; or
 - b. assets of the **Named Insured** resulting in the ownership of more than 50% of the total consolidated assets of **Named Insured** as of the date of the **Named Insured's** most recent audited consolidated financial statement prior to such acquisition;
2. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity; or,
3. the consolidation of the **Named Insured** with another entity.

TECHNOLOGY PRODUCTS

Technology Products means:

1. computer hardware products, components and peripherals;
 2. computer software, computer firmware and all related machine, object or source code; or,
 3. electronic, telecommunications and wireless equipment,
- created, designed, manufactured, sold, or distributed by or on behalf of the **Insured Entity** or licensed or leased by the **Insured Entity** to others.

TECHNOLOGY SERVICES

Technology Services means:

1. analysis, design, integration and conversion of computer systems, computer networks and electronic systems;
2. designing, developing, programming, installing, servicing, supporting, maintaining and repairing computer software, computer code and computer firmware;
3. designing, installing, integrating, servicing, supporting, maintaining and repairing computer hardware;
4. education and training in the use of computer hardware and/or computer software;
5. information services;
6. disk wiping, remediating computer equipment for redeployment and designating computer equipment for disposal;
7. data processing, management or warehousing;
8. hosting, managing or administering the computer systems or facilities of another;
9. **Internet Services**; or,
10. project management and consulting, including the identifying, screening, qualifying and placing of potential candidates for temporary and permanent employment with a client, related to 1. through 9. above or on **Technology Products**.

TELECOMMUNICATION SERVICES

Telecommunication Services means:

1. local, regional and long distance wireline and wireless dial tone access and switched services, including value added services such as directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground-based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. basic wire maintenance;
7. 911 emergency services;
8. directory services and operator assistance;

9. analysis, design, integration and conversion of telecommunication systems;
10. voice-over Internet protocol (“VoIP”) services, including related VoIP implementation services; or,
11. project management and consulting, including identifying, screening, qualifying, placing of potential candidates for temporary and permanent employment with a client, related to 1. through 10. above.

THIRD PARTY CUSTODIAN

Third Party Custodian means a third party to whom the **Insured Entity** entrusts **Nonpublic Personal information** or **Nonpublic Corporate Information**, where such third party:

1. is contractually obligated to protect such information using safeguards at least as effective as the **Insured Entity’s** own;
2. indemnifies the **Insured**, will defend the **Insured** and hold the **Insured** harmless for any unauthorized disclosure, access to or use of such information while in such third party’s care, custody or control;
3. is audited and inspected by the **Insured Entity** to ensure that the protective safeguards employed by that third party are at least as effective as the **Insured Entity’s** own; and,
4. is not authorized by the **Insured** to entrust such information to any other third party.

UNAUTHORIZED ACCESS

Unauthorized Access means any accessing of the **Network** or information residing on the **Network** by unauthorized persons or by authorized persons accessing such information in an unauthorized manner.

WRONGFUL ACT

Wrongful Act has the meanings set forth below.

- I. When used in any Professional Liability **Coverage Part**, **Wrongful Act** means any actual or alleged act, error, omission, neglect, breach of duty or **Personal/Proprietary Injury** committed solely in the conduct of **Professional Services**.
- II. When used in the Media Liability **Coverage Part**, **Wrongful Act** means any actual or alleged act, error or omission giving rise to an **Injury**, in the course of performing **Media Activity**.
- III. When used in the Technology & Telecommunications Liability **Coverage Part**, **Wrongful Act** means any actual or alleged act, error, omission, neglect or breach of duty, or **Personal/Proprietary Injury**:
 1. committed solely in the conduct of **Technology Services** or **Telecommunication Services** for others; or
 2. resulting in the failure of the **Insured Entity’s Technology Products** to perform the function or serve the purpose intended.
- IV. When used in the Network Security and Privacy Injury Liability **Coverage Part**:
 1. solely with respect to Section I. **COVERAGE AGREEMENTS**, Part A. **Insuring Agreements**, Paragraph 1. **Network Security**, **Wrongful Act** means any actual or alleged act, error, omission, neglect or breach of duty that results in any **Security Breach** of the **Insured Entity’s Network**;

GLOSSARY OF DEFINED TERMS

2. solely with respect to Section I. **COVERAGE AGREEMENTS**, Part A. **Insuring Agreements**, Paragraph 2. **Basic Privacy Injury Liability, Wrongful Act** means any actual or alleged act, error, omission, neglect or breach of duty that results in any **Security Breach** of the **Insured Entity's Network**;
3. solely with respect to Section I. **COVERAGE AGREEMENTS**, Part A. **Insuring Agreements**, Paragraph 3. **Laptop Computer Breach Privacy Liability, Wrongful Act** means any actual or alleged act, error, omission, neglect or breach of duty that results in any **Laptop Computer Breach**;
4. solely with respect to Section I. **COVERAGE AGREEMENTS**, Part A. **Insuring Agreements**, Paragraph 4. **Broad Form Privacy Injury Liability, Wrongful Act** means, with respect to any information in durable and persistent form and in the **Insured's** care, custody or control, any actual or alleged act, error, omission, neglect or breach of duty; and,
5. solely with respect to Section I. **COVERAGE AGREEMENTS** Part A. **Insuring Agreements**, Paragraph 5. **Privacy Regulatory Proceeding, Wrongful Act** has the meaning set forth in Paragraph 1. 2. or 4. above to the extent such referenced Insuring Agreements have been purchased.

WRONGFUL EMPLOYMENT PRACTICE

Wrongful Employment Practice means any **Wrongful Act** constituting or relating to:

1. wrongful dismissal, discharge or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. violation of any federal, provincial, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866 and the Family and Medical Leave Act of 1993;
4. sexual harassment or other unlawful harassment;
5. wrongful deprivation of career opportunity, demotion, failure to grant tenure, or failure to employ, promote or train;
6. failure to afford partnership or other equity status;
7. wrongful discipline of **Employees**;
8. retaliation against **Employees** for the exercise of any legally protected right or for engaging in any legally protected activity;
9. negligent evaluation of **Employees**, negligent hiring, negligent supervision, and negligent training;
10. failure to adopt adequate workplace or employment policies and procedures;
11. employment-related libel, slander or defamation, humiliation or invasion of privacy;
12. employment-related wrongful infliction of emotional distress; or
13. solely with respect to any natural person other than an **Employee**, any actual or alleged discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment.