



## CONFIRMATION OF INSURANCE

We are pleased to confirm that coverage has been bound with the carrier shown below in accordance with terms, conditions, and limitations provided by the carrier for you and your insured to review. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations of this Confirmation of Insurance, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured. This coverage may not be bound without a fully executed brokerage agreement.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

**QUOTE NUMBER:** 23636492

**DATE ISSUED:** October 3, 2023

**PRODUCER:** M3 - Madison

**FROM:** RT Specialty / Shelly Wasso

**INSURED:** CU\*SOUTH, Inc.  
23210 U.S. Highway 98, Suite B1  
Fairhope, AL 36532

**INSURER:** Endurance American Specialty Ins Co - Non-Admitted

**POLICY NO:** PRO30045657800

**COVERAGE:** Technology Errors & Omissions and Cyber Liability

**POLICY PERIOD:** 9/30/2023 to 9/30/2024

**LIMITS OF LIABILITY:** Listed Below

**RETENTION:** Listed Below

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	<b>LIMIT – EACH CLAIM/ AGGREGATE</b>	<b>RETENTION – EACH CLAIM</b>
<b>Policy Aggregate</b>	<b>\$1,000,000</b>	
<i>Third-Party Coverage</i>		
Professional Services	Not Included	Not Included
Technology Services	\$1,000,000	\$10,000
Media Liability	\$1,000,000	\$10,000
Privacy and Network Security Liability	\$1,000,000	\$10,000
<i>First-Party Coverage</i>		
Privacy and Network Security Breach Costs	\$1,000,000	\$10,000
Direct Business Interruption Loss	\$1,000,000	\$10,000 Waiting period: 10 hrs
Contingent Business Interruption Loss	\$1,000,000	\$10,000 Waiting period: 10 hrs
Digital Asset Loss	\$1,000,000	\$10,000
Cyber Extortion Threat	\$1,000,000	\$10,000
PCI Fines and Penalties Limit	\$1,000,000	N/A
Reward Payment Limit	\$50,000	N/A



**POLICY FORM**

- SPP 1001 0119 Premier Professional Liability and Network Risk Insurance Policy Declarations
- SPP 2001 0119 Premier Professional Liability and Network Risk Insurance Policy

**ENDORSEMENTS**

- SN 9001 0914 AL SN - Alabama
- IL 0101 0712 Forms and Endorsement Schedule
- SPP 0099 1221 Addendum to Application - State Fraud Statements
- SPP 3024 0119 Computer Property Damage Endorsement
  - \$1,000,000 limit; \$10,000 retention
- SPP 3027 0119 Consequential Reputational Loss Coverage Endorsement
  - \$1,000,000 limit; \$10,000 retention; 14 day waiting period
- SPP 3031 0119 Contingent Business Interruption System Failure Coverage Endorsement
  - \$1,000,000 limit
- SPP 3125 0619 No Retention For Breach Counsel Expenses Endorsement
- SPP 3076 0119 Nuclear Energy Liability Exclusion Endorsement
- SPP 3153 0121 Ransomware Support Endorsement
- IL 1301 0712 Service of Suit
- SPP 3185 0921 Social Engineering Fraud Coverage Endorsement
  - \$100,000 sub-limit; \$10,000 retention
- SPP 3184 0921 Telecommunications Fraud Coverage Endorsement
  - \$100,000 sub-limit; \$10,000 retention
- SPP 3183 0921 Utility Fraud Coverage Endorsement
  - \$100,000 sub-limit; \$10,000 retention
- IL 1008 0114 Signature Page
- PN 0001 0721 U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

**TERMS AND CONDITIONS**

- Claims Made Basis
- Insurer's Duty to defend
- Claims Expenses within the limit of liability
- Retroactive date: Full Prior Acts
- Tech E&O Retro date: 09/30/2019
- Continuity Date: 09/30/2023
- Optional Extended Reporting Period: N/A



**SUBJECTIVITIES: NONE**

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

**SPECIAL CONDITIONS / OTHER COVERAGES:**

**25% MINIMUM EARNED PREMIUM AT INCEPTION**

**NO FLAT CANCELLATIONS**

**ALL FEES ARE FULLY EARNED AT INCEPTION**

**ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

**IMPORTANT NOTE:** The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of AL as their home state.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.