## **Houston Casualty Company**

Houston, TX

Endorsement Effective Date	Policyholder	Policy Number	Endorsement
			EPL 3309

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48RCW. It is not protected by any Washington state guaranty association law.

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

## DATA PRIVACY WRONGFUL ACT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that this **Policy** is amended as follows:

1. Section IV. **EXCLUSIONS** is amended by the addition of the following exclusion:

This **Policy** does not apply to any **Claim**, **Loss**, or **Defense Costs** for, based upon or arising from any **Data Privacy Wrongful Act**.

- 2. As used in this Endorsement:
  - "Data Privacy Wrongful Act" means any actual, potential, attempted or alleged unlawful obtaining or collection, access, use, distribution, storage, destruction or disclosure of information:
  - (1) that can be used to uniquely identify an individual, either alone or in conjunction with other sources;
  - (2) that constitutes or includes biometric or genetic identifiers; or
  - (3) that is protected by the Fair Credit Reporting Act, or any other federal, state, or local law or regulation prohibiting or limiting the right to obtain or collect, access, use, distribute, store, destroy, or disclose personal, credit, employment, residence, relationship, salary, criminal or other information concerning an individual or individuals,

whether such information was actually or allegedly obtained or collected, accessed, used, distributed, stored, destroyed or disclosed in written or electronic form by an **Insured** or any other person or entity.

All Other Terms, Conditions and Exclusions of the Policy Remain as Stated.

Authorized Representative

## Houston Casualty Company Houston, TX

Endorsement Effective Date	Policyholder	Policy Number	Endorsement
			EPL 3309

All other terms and conditions of this **Policy** remain unchanged.

All Other Terms, Conditions and Exclusions of the Policy Remain as Stated.

Authorized Representative