

HOUSTON CASUALTY COMPANY
Houston, Texas

End. Effective Date	Named Insured	Policy Number	Endorsement

NETGUARD® SELECT INSURANCE ENDORSEMENT

DEEFAKE RESPONSE SUBLIMIT

In consideration of the premium charged, it is understood and agreed that this Policy is amended to include Deepfake Response Coverage, subject to the following:

1. The following Deepfake Response Sublimit and Deductible shall apply:

Deepfake Response Sublimit: \$ [REDACTED] Each Claim / \$ [REDACTED] Aggregate

Deepfake Response Deductible: \$ [REDACTED] Each Claim

2. Section I. **INSURING AGREEMENTS** is amended by the addition of the following Insuring Agreement:

Deepfake Response Coverage

Subject to the Deepfake Response Sublimit and Deepfake Response Deductible, the Company shall pay **Deepfake Response Costs** that **You** incur due to a **Deepfake Event**, provided always that: (a) **You** first discover the **Deepfake Event** during the **Policy Period**; (b) the **Deepfake Event** is reported to the Company in writing pursuant to Section **XI.(A)** of this Policy, and (c) **You** provide clear evidence that the **Deepfake Response Costs** result from the **Deepfake Event**. All **Deepfake Response Costs** must be incurred within twelve (12) months following **Your** discovery of the **Deepfake Event**, unless the Company otherwise agrees in writing.

3. Section III. **LIMITS OF LIABILITY** is amended by the addition of the following:

The Deepfake Response Sublimit shown in Section 1. above is the maximum amount the Company shall pay under this Policy for all **Deepfake Response Costs** resulting from a **Deepfake Event** first discovered during the **Policy Period**, regardless of the number of **Claims, Insureds**, Insuring Agreements purchased, or Insuring Agreements that apply to a **Deepfake Event**. The Deepfake Response Sublimit is part of, and will reduce, the Maximum Policy Aggregate Limit shown in the Declarations of this Policy. If the **Deepfake Response** Sublimit is exhausted, the Company's obligation to pay any **Deepfake Response Costs** shall cease, and all **Insureds** shall be deemed to be self-insured for any such **Deepfake Response Costs** that exceed the Deepfake Response Sublimit.

If any loss, cost or expense is covered in whole or in part under any other Insuring Agreement of this Policy, coverage under Deepfake Response Coverage shall apply only to the extent such loss, cost or expense is not otherwise covered, and the Company shall not be liable for duplicate payment of any amount.

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4. Solely with respect to the Deepfake Response Sublimit, Section **VI. DEFINITIONS, (10) Claim**, is amended to include written notice from **You** or **Your** representatives to the Company of a **Deepfake Event**.

5. Solely with respect to the Deepfake Response Sublimit, Section **VI. DEFINITIONS, (28) First Party Insured Event**, is amended to include a **Deepfake Event**.

6. This Policy is amended to include the following Exclusions as to Deepfake Response Coverage:

The Company will not be liable under Deepfake Response Coverage for any **Claim** based upon, arising from or in any way involving any:

- (A) **Deepfake** created or disseminated by an **Insured** or at the direction of an **Insured**;
- (B) **Deepfake Event** discovered prior to the effective date of this Endorsement;
- (C) any loss, cost or expense arising out of reputational harm, negative publicity, or online content unrelated to, or not directly arising from, a **Deepfake Event**;
- (D) any **Deepfake Response Costs** to the extent such costs constitute **Notification Expenses, Breach Support and Credit Monitoring Expenses**, or any other loss, cost or expense otherwise covered under any other Insuring Agreement of this Policy; or
- (E) **Bodily Injury** or **Property Damage**.

7. As used in this Endorsement, whether in singular or plural form:

“Deepfake” means any digital content, including audio, visual, or audiovisual material, that has been artificially generated or altered through the use of artificial intelligence, machine learning, or similar technology by a **Third Party**, and which falsely purports to be:

- (1) an authentic statement, communication, image, or recording of any past or present **Named Insured** or **Family Member**;
- (2) an authentic communication issued by, or on behalf of, **You**; or
- (3) an authentic depiction of the quality, condition, performance, or characteristics of **Your** products or services,

when, in fact, no such statement, communication, image, or recording was made or authorized by the person or entity it purports to represent.

“Deepfake Event” means the creation, transmission, publication, or attempted publication of a **Deepfake** through electronic means, including digital networks or platforms, that is reasonably likely to result in material reputational harm to **You**. A series of related **Deepfake Events** arising from the same or continued **Deepfake(s)** shall be deemed a single **Deepfake Event**.

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“Deepfake Response Costs” means the following reasonable and necessary fees, costs, and expenses that **You** incur with **Approval** in direct response to a **Deepfake Event**:

- (1) costs to retain a qualified specialist or forensic firm to assess the technical authenticity or source of the **Deepfake**;
- (2) costs to retain legal counsel to pursue restriction, removal, or takedown of the **Deepfake** from electronic platforms or service providers; and
- (3) costs to retain a public relations, communications, or crisis management firm to mitigate or prevent material reputational harm to **You** resulting from a **Deepfake Event**.

“Deepfake Response Costs” shall not include costs to improve or enhance **Your** reputation or brand beyond its condition immediately prior to the **Deepfake Event**.

All other terms and conditions of this Policy remain unchanged.