



## **New York Municipal Insurance Reciprocal**

*Insuring Our Own Future.*

### **COVERAGE ENDORSEMENT DATA BREACH FORM**

**Quote Date: 11/12/15**

**Effective Date: 1/1/16**

**Prepared for:  
Town of New Paltz**

**NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE ACCEPTED AND THE EXACT POLICY TERMS. THIS OFFER EXPIRES IN 45 DAYS.**

**Additional Notes:**

<b>NYMIR Coverage Summary</b>			
<b>Policies and Coverage</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>	<b>Deductible (Per Claim)</b>
<b>Security Breach</b>	\$50,000	\$50,000	\$1,000
<b>Network Security Liability</b>	\$100,000	\$100,000	\$2,500

**Policy Notes:**

<b>NYMIR Coverage Summary</b>			
<b>Policies and Coverage</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Premium</b>
<b>Security Breach</b>			Included
<b>Network Security Liability</b>			Included
<b>TOTAL NYMIR PREMIUM</b>			<b>\$627.00</b>

**THIS IS NOT AN INVOICE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER BREACH AND LIABILITY COVERAGE**

### **SECURITY BREACH AND NETWORK SECURITY LIABILITY**

Coverage under this endorsement is subject to the following SCHEDULE:

#### **SECTION 1 – SECURITY BREACH**

Security Breach Limit:	\$50,000
Security Breach Annual Aggregate Limit:	\$50,000
Retroactive Date:	<b>EFFECTIVE THE FIRST DAY OF THE POLICY PERIOD</b>
Deductible (Per Claim):	\$1,000

#### **SECTION 2 – NETWORK SECURITY LIABILITY**

Network Security Liability Limit:	\$100,000
Network Security Liability Annual Aggregate Limit:	\$100,000
Retroactive Date:	<b>EFFECTIVE THE FIRST DAY OF THE POLICY PERIOD</b>
Deductible (Per Claim):	\$2,500

#### **SECTION 1 – SECURITY BREACH**

The following is added as an Additional Coverage:

#### **SECTION 1 - COVERED CAUSE OF LOSS**

This Security Breach coverage applies only if all of the following conditions are met:

1. There has been a "Security Breach" affecting your "computer system"; and
2. Such "Security Breach" is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such "Security Breach" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

#### **SECTION 1 - COVERAGES PROVIDED**

If all three of the conditions listed above in SECURITY BREACH – COVERED CAUSE OF LOSS have been met, then, subject to the limits stated above in the SCHEDULE, we will provide you the following coverages for loss directly arising from such "Security Breach":

##### **1. Data Restoration**

We will pay your necessary and reasonable "data restoration costs".

##### **2. Data Recreation**

We will pay your necessary and reasonable "data recreation costs".

##### **3. System Restoration**

We will pay your necessary and reasonable "system restoration costs".

#### 4. Public Relations

We will pay for the services of a professional public relations firm to assist you in communicating your response to the "Security Breach" to the media, the public and your customers, clients or members.

#### 5. Security Breach Expense

We will pay for reasonable and necessary fees and expenses for:

- a. Computer Forensic Analysis – An approved outside vendor to conduct a computer forensic analysis with reasonable allocation of time and resources to investigate your "computer system" to determine the cause and extent of the "privacy event";
- b. Crisis Management Review and Advice – An approved crisis management or legal firm to review the "privacy event" and advise you on the appropriate responses;
- c. Travel Expenses – Travel by directors, executive officers, partners or employees of the insured that is done to mitigate the damage from the "privacy event";
- d. Notification of Affected Parties – Printing, advertising, mailing of materials or other costs to provide notice to affected parties of the "privacy event" for the purposes of maintaining goodwill or compliance with any notification requirements imposed by law; or
- e. Services for Individuals Affected by Personal Identity Event – The following services provided to any individual whose personal identification is the subject of a "personal identity event", but only if the primary purpose of such services is mitigating the effect of the "personal identity event":
  1. Call Center Services – Reasonable fees and expenses to establish, maintain and provide call center services; or
  2. Credit Monitoring Services – Credit file monitoring services.

#### SECTION 1 – LIMITS

The most we will pay under Security Breach coverage is the Security Breach Limit indicated in the SCHEDULE for this endorsement.

The Security Breach Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all "Security Breach" events which are first discovered by you during the present annual policy period. This aggregate limit applies regardless of the number of "Security Breach" events occurring during that period.

A "Security Breach" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "Security Breach" will be subject to the Security Breach Limit applicable to the policy period when the "Security Breach" was first discovered by you.

#### SECTION 1 – DEDUCTIBLE

The Security Breach coverage is subject to the Security Breach Deductible indicated in the SCHEDULE for this endorsement.

The following is added to Section I – Coverages:

#### A. COVERAGE – NETWORK SECURITY LIABILITY SECTION 2 – INSURING AGREEMENT

1. We will pay the "Network Security Liability Settlement Costs" that the insured becomes legally obligated to pay as damages for a "Network Security Liability Claim" to which this insurance applies. We will have the right and duty to defend the insured against any "Network Security Liability Claim" seeking those damages. However, we will have no duty to defend the insured against any claim seeking damages to which this insurance does not apply. We may, at our discretion and at any time, investigate any report of a "Network Security Liability Claim" and settle any "Network Security Liability Claim" that may result. But:
  - (a) The amount we pay for damages is limited as described in the section below entitled B Section 2 – Limits; and

(b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered.

2. This insurance applies to damages only if:

(a) None of the events set forth as numbers 1, 2 & 3 of Paragraph a. of the definition of "Network Security Liability Claim" in this endorsement took place before the Retroactive Date, if any, shown in the SCHEDULE or after the policy period of the policy to which this endorsement applies; and

(b) A "Network Security Liability Claim" is first made against any insured, in accordance with Paragraph 3. below, during the policy period of the policy to which this endorsement applies or an Extended Reporting Period we provide under Paragraph E. of this endorsement.

3. A "Network Security Liability Claim" will be deemed to have been made at the earlier of the following times:

(a) When notice of such "Network Security Liability Claim" is received and recorded by any insured or by us, whichever comes first; or

(b) When we make settlement in accordance with Paragraph 1 above.

A "Network Security Liability Claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

4. A series of related "Network Security Liability Claims" made by the same individual or entity will be deemed to have been made at the time the first of those "Network Security Liability Claims" is made against the insured.

## B. SECTION 2 - LIMITS

For the purposes of the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:

1. Limits of Insurance

a. The Limits of Insurance shown in the SCHEDULE of this endorsement and the rules below fix the most we will pay. The limits and the rules apply regardless of the number of:

(1) Insureds

(2) "Network Security Liability Claims" made or brought.

(3) Persons or organizations making "Network Security Liability Claims.

b. The Network Security Liability Annual Aggregate Limit shown in the SCHEDULE is an annual aggregate limit. This amount is the total and most we will pay for "Network Security Liability Settlement Costs" arising out of all Network Security Liability Claims" that are covered under the annual policy period of this endorsement.

c. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance, except that the annual aggregate limit shall be increased in proportion to the policy extension if extended pursuant to NYIL Section 3426(e)(5) & (6).

## **C. SECTION 2 - DEDUCTIBLE**

This Network Security Liability coverage is subject to the "Network Security Liability Deductible" indicated in the SCHEDULE for this endorsement. The deductible applies separately to each Network Security Liability Claim. We will include the deductible amount as part of any payment to a claimant. You are obligated to reimburse Us for that deductible amount.

## **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO SECTIONS 1 AND 2**

### **1. EXCLUSIONS**

We will not pay for loss or costs arising out of, resulting from, or relating to the following, regardless of the theory of liability alleged:

- a) Loss to the internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.
- b) Costs to research or correct any deficiency.
- c) Any fines or penalties.
- d) Any criminal investigations or proceedings.
- e) Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
- f) Your intentional or willful complicity in a covered loss event or your reckless disregard for the security of your computer system or data.
- g) Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
- h) Any "Security Breach" occurring prior to the first inception of this Cyber Liability coverage endorsement or any coverage substantially similar to that described in this endorsement.
- i) Any claim seeking non-monetary relief.
- j) Any "network security liability claim" arising from a loss, release or disclosure of business data, propagation of malware or denial of service attack that occurred prior to the first inception of this Cyber Liability coverage endorsement or any coverage substantially similar to that described in this endorsement.
- k) The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and key loggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
- l) Bodily injury or property damage.

### **2. ADDITIONAL CONDITIONS**

The following additional conditions apply to all coverages under this endorsement.

#### **a. Due Diligence**

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate computer and internet security; and
2. Maintaining and updating at appropriate intervals backups of computer data.

## **b. Duties in the Event of a “Network Security Liability Claim”**

1. You must see to it that we are notified in writing as soon as practicable of any circumstance or event which may result in a Network Security Liability Claim.” You must also notify us as soon as practicable in writing of any “Network Security Claim” that is made or brought against you.
  - a. To the extent possible, notice should include:
    1. The details of what occurred and when it occurred; and
    2. The names and addresses of anyone who has or may suffer damages.
2. If a “Network Security Liability Claim” is made against you, you must:
  - a. Immediately record the specifics of the “Network Security Liability Claim” and the date received;
  - b. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “Network Security Liability Claim”;
  - c. Authorize us to obtain records and other information;
  - d. Cooperate with us in the investigation or settlement or defense of any “Network Security Liability Claim”; and
  - e. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. No insured will take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “network security liability claim”.

## **c. Network Security Liability Defense**

1. We will have the right and duty to defend any applicable “Network Security Liability Claim” against you, even if any allegations are groundless, false or fraudulent. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any “network security liability claim” or incur any defense costs without our prior written consent.
3. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any “Network Security Liability Claim”, after the Network Security Liability Limit shown in the schedule has been exhausted and, in such event, we will assist in the orderly transition of the defense.
4. We shall pay all interest on the amount of any judgment within the Network Security Liability Limit, set forth in the SCHEDULE, accruing:
  - a. After entry of judgment; and
  - b. Before We pay, or offer to pay, or deposit in court that part of any judgment within the Network Security Liability Limit or, in any case, before we pay or offer to pay the entire Network Security Liability Limit.  
These post-judgment interest payments shall be in addition to, and not part of, the Network Security Liability Limit.

## **d. Services**

The following conditions apply as respects any services provided to You by any service firm provided or paid for in whole or in part under this endorsement:

1. The effectiveness of such services depends on Your cooperation and assistance.
2. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

## **e. Extended Reporting Period**

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added.

1. You will have the right to purchase an Extended Reporting Period, as described below, in the event of termination of coverage, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement in a way that decreases limits, reduces coverage, increases any deductible or self-insured retention, adds a new exclusion, or makes any other change in coverage less favorable to You.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Ex-tended Reporting Period may not be canceled.

3. Upon termination of coverage, We will provide a 90-day automatic extended reporting period for no additional premium.

4. An optional Extended Reporting Period of one year or two years is available, but only for an extra charge. Except in the case of nonpayment of premium or fraud on Your part, which would require a request from You, within 30 days after termination of coverage, We must advise You in writing of the automatic extended reporting period coverage, and You must give us a written request for the optional extended reporting period within 90 days after termination of coverage or 30 days from the date of mailing or delivery of such written advice, whichever is greater.

The optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If you choose a one-year optional Extended Reporting Period, the associated premium factor for it will be 0.75 applied to the annual premium for the expiring policy. If You choose an optional two-year Extended Reporting Period, the associated premium charge for it will be 1.25 applied to the annual premium for the expiring policy.

5. Where a claims-made relationship has continued for at least three years and the endorsement contains an aggregate liability limit as does this Cyber Liability endorsement, the aggregate liability limit, if any, for the extended reporting period shall be at least 100 percent of such endorsement's annual aggregate limit, but where the claims-made relationship has continued for less than three years and the endorsement contains an annual aggregate liability limit, the aggregate liability limit, if any, shall be at least equal the amount of coverage remaining in such endorsement's annual aggregate liability limit, or 50 percent of such endorsement's annual aggregate liability limit, whichever is greater.

Where termination of coverage is due only to a decrease in the endorsement's annual aggregate liability limit, the annual liability limit, if any, for the extended reporting period coverage shall be no greater than the amount of such decrease.

Upon termination of coverage, the aggregate liability limit, if any, for the automatic extended reporting period shall be at least equal to the amount of coverage remaining in the endorsement's annual aggregate liability limit.

6. Where the claims-made endorsement has been issued to an entity that has been placed in bankruptcy or liquidation, and the entity or its trustee does not purchase extended reporting period coverage, We shall provide extended reporting period coverage to any person covered under the endorsement who requests it, for a premium commensurate with the coverage, if such person requests the extended reporting period coverage within 120 days of termination of coverage.

During a claims-made relationship and any extended reporting period, a person employed or otherwise affiliated with You and covered by Your claims-made endorsement during such affiliation, shall continue to be covered under such endorsement and any extended reporting period, after such affiliation has ceased, for such person's covered acts or omissions during such affiliation.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that



the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

7. If the Extended Reporting Period is in effect, We will provide an extended reporting period aggregate limit of insurance, but only for claims first received and recorded during the Extended Reporting Period, equal to the dollar amount shown in the SCHEDULE of this endorsement under Limits of Insurance.

#### **f. Basic Standards**

1. Notice given by You or on Your behalf, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the company in this state, with particulars sufficient to identify You as the insured, shall be deemed notice to the company.

2. Failure to give any notice required to be given by the policy or this endorsement within the time prescribed therein shall not invalidate any claim made by You, an injured person or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

3. Failure to give any notice required to be given by the policy or this endorsement within the time prescribed therein shall not invalidate any claim made by You, an injured person or any other claimant, unless the failure to provide timely notice has prejudiced the company or unless pursuant to this claims-made endorsement the claim has not been made during the policy period, any renewal thereof, or any extended reporting period, except as provided in 2. above.

4. With respect to a claim arising out of death or personal injury of any person, if We disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against Us, in which the sole question is Our disclaimer or denial based on the failure to provide timely notice, unless 60 days following such disclaimer or denial, You or We initiate an action to declare the rights of the parties under the insurance policy; and name the injured person or other claimant as a party to the action.

#### **DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Security Breach" means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
  - a. Unauthorized Access - meaning the gaining of access to your computer system by an unauthorized person or persons.
  - b. Malware Attack – meaning damage to your computer system or data arising from malicious code, including viruses, worms, Trojans, spyware and key loggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
  - c. Denial of Service Attack – meaning a deliberate act to prevent third parties from gaining access to your computer system through the internet in a manner in which they are legally entitled.
2. "Data Recreation Costs"
  - a. "Data recreation costs" means the costs of an outside professional firm hired by you to research, recreate and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
  - b. "Data recreation costs" also means your actual and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, recreate and replace such data.
  - c. "Data recreation costs" does not mean costs to research, recreate or replace:
    - 1) Software programs or operating systems that are not commercially available; or
    - 2) Data that is obsolete, unnecessary or useless to you.

3. "Data Restoration Costs"
  - a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs," such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
  - b. "Data restoration costs" does not mean costs to research, restore or replace:
    - 1) Software programs or operating systems that are not commercially available; or
    - 2) Data that is obsolete, unnecessary or useless to you.
  
4. "Extra Expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "Security Breach" occurred.
  
5. "Network Security Liability Settlement Costs"
  - a. "Network security liability settlement costs" means the following, when they arise from a "network security liability claim":
    - 1) Damages, judgments or settlements;
    - 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
    - 3) Pre-judgment interest on that part of any judgment paid by us.
  - b. "Network security liability settlement costs" does not mean:
    - 1) Civil or criminal fines or penalties imposed by law;
    - 2) Punitive or exemplary damages;
    - 3) The multiplied portion of multiplied damages;
    - 4) Taxes; or
    - 5) Matters which may be deemed uninsurable under the applicable law.
  
6. "Network Security Liability Claim"
  - a. "Network Security Liability Claim" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed one or more of the following to happen:
    - 1) The loss, release or disclosure of
      - (a) "personally identifying information"; or
      - (b) business data that is owned by or proprietary to a third party.
    - 2) The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and key loggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
    - 3) The unintended abetting of a denial of service attack against one or more other systems.
  - b. "Network security liability claim" includes the following:
    - 1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or
    - 2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - c. "Network security liability claim" does not mean any demand or action alleging or arising from property damage or bodily injury.
  
7. "Period of Restoration" means the period of time that begins at the time that the "Security Breach" is discovered by you and continues until the earlier of:
  - a. The date that all data restoration, data recreation and system restoration directly related to the "Security Breach" has been completed; or
  - b. The date on which such data restoration, data recreation and system restoration could have been completed with the exercise of due diligence and dispatch.
  
8. "System Restoration Costs"
  - a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre- "Security Breach" level of functionality:

1. Replace or reinstall computer software programs;
  2. Remove any malicious code; and
  3. Configure or correct the configuration of your computer system.
- b. "System restoration costs" does not mean:
1. Costs to increase the speed, capacity or utility of your computer system;
  2. Labor of your employees; or
  3. Any costs in excess of the actual cash value of your computer system.
9. "Computer system" means the following:
- a. Computers, including Personal Digital Assistants ( PDA's) and other transportable or hand held devices, electronic storage devices and related peripheral components;
  - b. Systems and applications software; and
  - c. Communications networks (including the internet, intranets, extranets or virtual private networks) to the extent used by the items in a. and b. above;
  - d. "Computer system" includes "electronic data" that is:
    1. Stored on any of the items described in item a. above; or
    2. Temporarily outside of your "computer system" for use by an insured.
10. "Confidential corporate information" means any commercial trade secret, data, design, interpretation, forecast, formula, method practice, process record, report or other item of information of a non-insured third party, and which is:
- a. In your care, custody or control;
  - b. Not available to the general public; and
    1. Provided to you under a mutually agreed to written confidentiality/non-disclosure agreement; or
    2. Marked confidential or otherwise specifically designated in writing as confidential by such third party.
11. "Corporate privacy event" means:
- a. Unauthorized disclosure by you of "confidential corporate information" or your failure to protect "confidential corporate information" from misappropriation;
  - b. Failure by you to disclose or warn of an actual or potential disclosure of misappropriation of "confidential corporate information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from a. above; or
  - c. Violation of any federal or state privacy statute addressing disclosure or misappropriation of "confidential corporate information", but only if:
    1. This policy applies to such disclosure or misrepresentation and it resulted directly from a. or b. above; and
    2. The violation is not willful.
12. "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.
13. "Personally identifying information" means the following in your care, custody or control:
- Information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, social security number, driver's license number, state identification

number, account relationships, account numbers, account balances, account histories, access codes, and passwords.

14. "Personal identity event" means:

- a. Unauthorized disclosure by you of "personally identifiable information" or your failure to protect "personal identifiable information" from misappropriation.
- b. Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of "personally identifiable information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from a. above; or
- c. Violation of any federal or state privacy statute addressing disclosures or misappropriation of "personally identifiable information", but only if:
  1. This policy applies to such disclosure or misappropriation and it resulted directly from a. or b. above; and
  2. The violation is not willful.

15. "Privacy event" means any one of the following event:

- a. "corporate privacy event"; or
- b. "personal identity event".