

PRIVACY AGREEMENT WITH INSURED

This Privacy Agreement (the “Agreement”) shall be effective _____ (the “Effective Date”) by and between United States Fire Insurance Company, with a place of business at 305 Madison Avenue, Morristown, New Jersey 07960 for itself and its affiliated companies within Crum & Forster (collectively “Crum & Forster”), and

Name of the Insured

Address of the Insured

WHEREAS, Crum & Forster issued a certain insurance policy or policies (“Policy”) to Insured; and

WHEREAS, Insured desires to have access to information collected and developed by Crum & Forster in the course of administering the claims related to the Policy (“Claim Information”) for the purpose of analyzing and managing the risks associated with operating its business; and

WHEREAS, Insured acknowledges and agrees that various privacy laws govern the maintenance, use and disclosure of nonpublic personal information, including medical and other personal information, such as but not limited to the Gramm-Leach-Bliley Act (“GLBA”), the Financial Privacy Rule and the Safeguards Rule of the GLBA, the Health Insurance Portability and Accountability Act of 1996 (commonly referred to as HIPAA), the Privacy Rule of HIPAA, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as HITECH Act), the Fair and Accurate Credit Transactions Act of 2003 (commonly referred to as FACTA), the Red Flags Rules of FACTA, the Medicare Secondary Payer Act, the Medicare, Medicaid, and SCHIP Extension Act of 2007, Massachusetts General Laws ch. 93H (and “Massachusetts Security Regulations”), and any amendments to any of the foregoing, and other federal, state and local laws, regulations and ordinances (“Privacy Laws”); and

WHEREAS, certain of the Claim Information that Insured desires to have access to is protected pursuant to various Privacy Laws; and

WHEREAS, Crum & Forster will provide access to such Claim Information to Insured only if Insured agrees to maintain and use the Claim Information in conformity with the requirements of the applicable Privacy Laws and further agrees to indemnify, defend and hold Crum & Forster harmless for any and all losses in connection with Crum & Forster providing access to Claim Information to Insured and for any and all violations of Privacy Laws by Insured.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Insured desires to have access to the Claim Information for the purposes described above.

2. Crum & Forster will provide access to certain Claim Information (other than Claim Information that is subject to legal privilege or that Crum & Forster may not legally release) to Insured subject to the terms of this Agreement only. The Claim Information will be provided through on-line access to Crum & Forster's "CIA" and/or "RMT" systems and/or by other means mutually agreed upon in writing by the parties.
3. Insured acknowledges and agrees that certain of the Claim Information that Insured desires to have access to is protected pursuant to various Privacy Laws.
4. Insured shall maintain security procedures and practices appropriate to the nature of the Claim Information to protect the Claim Information from improper maintenance, and from unauthorized access, destruction, use, modification, or disclosure.
5. Insured shall maintain and use the Claim Information only in accordance with the applicable Privacy Laws and shall not disclose any Claim Information in violation of the Privacy Laws.
6. Insured will not use Claim Information in connection with adverse employment decisions with respect to any individual who's financial or health information is disclosed, but this provision does not apply to information that Insured has obtained from sources completely independent of Crum & Forster.
7. Insured shall indemnify, defend and hold Crum & Forster and its respective officers, directors, agents, and employees (each, an "Indemnitee") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each individually a "Claim" and collectively "Claims") including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Crum & Forster Indemnitee by reason of any Claim arising out of or relating to: (i) any breach of this Agreement by Insured; (ii) any actual or alleged violation of any Privacy Laws by Insured or any other person or entity whom the Insured provides Claim Information; (iii) any actual or alleged improper maintenance, unauthorized access, destruction, use, modification, or disclosure of Claim Information by Insured or any other person or entity to whom the Insured provides Claim Information; or (iv) any actual or alleged security breach with respect to Claim Information experienced by the Insured or any other person or entity whom the Insured provides Claim Information. Insured shall pay all costs, expenses and attorneys' fees arising out of any such Claims as soon as they are incurred by Crum & Forster including, but not limited to all costs of notifying Crum & Forster's policyholders, claimants, employees, customers, affected individuals and other third parties of any improper maintenance, unauthorized access, destruction, use, modification, disclosure or security breach of Claim Information. Crum & Forster shall have no obligation to reimburse Insured for any such costs, expenses or fees even if it is ultimately determined that there were no violations of Privacy Laws.
8. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provision (subject to application of the relevant Privacy Laws). Insured agrees that all legal proceedings related to this Agreement shall be maintained in a federal or state court in New Jersey and Insured consents to and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Should any provision of this Agreement be declared illegal or unenforceable and cannot be modified to be

enforceable, excluding the indemnification language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9. This Agreement shall constitute the entire agreement between the parties as respects its subject matter. All discussions and agreements previously entertained between the parties concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.
10. This Agreement may be signed in counterparts and each complete counterpart shall be treated as an original. The parties agree that electronic signatures are acceptable and enforceable and that this Agreement may be executed by the parties signing and exchanging electronic versions in PDF or similar file format.
11. Insured shall ensure that each of its employees who may receive or have access to Claim Information pursuant to this Agreement comply with all Privacy Laws and with the provisions of this Agreement. Insured shall be responsible to, and shall indemnify, defend and hold Crum & Forster and each and every Crum & Forster Indemnitee harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, arising out of or relating to any breach by any such employee of any of the Privacy Laws or of any of the provisions of this Agreement.
12. Insured may not assign this Agreement to any other party without the express prior written permission of Crum & Forster. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
13. Crum & Forster reserves the right to charge the Insured a fee for continued access to the Claim Information in the event that Insured no longer has a Policy in force with Crum & Forster.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

To execute this agreement either sign it by hand below or to execute it electronically, check the ELECTRONIC SIGNATURE AND ACCEPTANCE box and type your name and title in the respective spaces. By doing so, you hereby consent and agree that your use of a key pad, mouse, keyboard or other device to accomplish the foregoing constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand. Further, you agree that the lack of a certification authority or other third party verification will not in any way affect the validity or enforceability of your signature or any resulting contract.

FOR THE INSURED BY:

ELECTRONIC SIGNATURE AND ACCEPTANCE

Signature or Electronic Signature

Title

Print Name

FOR CRUM & FORSTER BY:

ELECTRONIC SIGNATURE AND ACCEPTANCE

Signature or Electronic Signature

Title

The C&F Logo, C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

Crum & Forster, which is part of Fairfax Financial Holdings Limited, is comprised of leading and well-established property and casualty business units. The insurance companies within Crum & Forster, rated A (Excellent) by A.M. Best Company, are: United States Fire Insurance Company, The North River Insurance Company, Crum and Forster Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Specialty Insurance Company, Seneca Insurance Company, Inc., Seneca Specialty Insurance Company, First Mercury Insurance Company, and American Underwriters Insurance Company.