

## ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

## CYBER INSURANCE EVIDENCE ATTACHMENT CORE COVERAGE

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: Alliant Property Insurance Program (APIP) inclusive of

Public Entity Property Insurance Program (PEPIP), and

**Hospital All Risk Property Program (HARPP)** 

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or

individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter

referred to as Member(s) / Entity(ies).

**DECLARATION:** Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2020 to July 1, 2021

**POLICY #**: PH2033938

TERRITORY: WORLD-WIDE

RETROACTIVE DATE: APIP/PEPIP

For new members – the retro active date will be the date of addition

July 1, 2019 For existing members included on the July 1, 2019/20 policy July 1, 2018 For existing members included on the July 1, 2018/19 policy July 1, 2017 For existing members included on the July 1, 2017/18 policy July 1, 2016 For existing members included on the July 1, 2016/17 policy July 1, 2015 For existing members included on the July 1, 2015/16 policy July 1, 2014 For existing members included on the July 1, 2014/15 policy July 1, 2013 For existing members included on the July 1, 2013/14 policy July 1, 2012 For existing members included on the July 1, 2011/12 policy July 1, 2011 For existing members included on the July 1, 2011/12 policy July 1, 2010 For existing members included on the July 1, 2010/11 policy

<u>CSU</u>

July 1, 2008 California State University and CSU Auxiliary Organizations

**INSURER:** Lloyd's of London - Beazley Syndicate:

Syndicates 2623 - 623 - 100%



COVERAGES & LIMITS:	Ai.	\$ 25,000,000	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$ 2,000,000	Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sublimits as noted.
BREACH RESPONSE			
Breach Response Costs:		\$ 500,000	<b>Aggregate Limit of Liability</b> for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
FIRST PARTY LOSS			
Business Interruption Loss Resulting from Security Breach:		\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
Business Interruption Loss Resulting from System Failure:		\$ 500,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from Security Breach:		\$ 750,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from System Failure:		\$ 100,000	Aggregate Limit of Liability for each Insured/Member
Cyber Extortion Loss:		\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
Data Recovery Costs:		\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
LIABILITY			
Data & Network Liability:		\$ 2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:		\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
Payment Card Liabilities & Costs:		\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
Media Liability:		\$ 2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses



e <i>CRIME</i>			
Fraudulent Instruction:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Funds Transfer Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Telephone Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
CRIMINAL REWARD  Criminal Reward:	\$	25 000	Aggregate Limit of Liability for each Insured/Member
Orinina Newara.	Ψ	25,000	Aggregate Limit of Liability for each insured/Member
COVERAGE ENDORSEMENT(S)			
Reputation Loss:	\$	50,000	Aggregate Limit of Liability for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	\$	50,000	Aggregate Limit of Liability for each Insured/Member
Computer Hardware Replacement Costs:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Invoice Manipulation:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cryptojacking:	\$	25,000	Aggregate Limit of Liability for each Insured/Member
RETENTION:	\$ \$	50,000 8	CSU Auxiliary Organizations only Per Claim or Incident for each Insured/Member with TIV up to \$500,000,000 at the time of policy inception Hour waiting period for Dependent/Business Interruption Loss Per Claim or Incident for each Insured/Member with TIV
	·	,	greater than \$500,000,000 at the time of policy inception Hour waiting period for Dependent/Business Interruption Loss

\*Each Insured/Member with TIVs below \$262,500,000 will have the option to buydown the retention from \$50,000 to \$5,000 with an additional premium of \$2,500 per Insured/Member. JPAs/Pools and members with larger TIVs may request a quote for a retention buy down option, quotes will be provided on a case by case basis.



#### NOTICES:

Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

## EXTENDED REPORTING PERIOD:

For Named Insured - To be determined at the time of election (additional premium will apply)

### SPECIFIC COVERAGE A. PROVISIONS:

**Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

### B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

*Cyber Extortion Loss* indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.



### C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

- **D. eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:
  - Fraudulent Instruction
  - Funds Transfer Fraud
  - Telephone Fraud

That the Insured first discovers during the Policy Period.

**E. Criminal Reward** indemnifies the Insured/Member for Criminal Reward Funds.

## Coverage Endorsement(s)

**Reputational Loss** indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

Computer Hardware Replacement Costs is part of the Extra Expense coverage, which includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach.

**Invoice Manipulation** indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

**Cryptojacking** indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer



Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS: (Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional of Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- First Party Loss with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.



NOTICE OF CLAIM:

• IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)

Claim notification under this policy is to:

**Beazley Group** 

Attn: TMB Claims Group 1270 Avenue of the Americas

New York, NY 10020 tmbclaims@beazley.com

NOTICE OF CANCELLATION:

10 days for non-payment of premium

CYBER COST:

Cost is included in Total Property Premium

Premium is pro-rata as of July 1, 2020

**OTHER SERVICES** 

Unlimited Access to Beazley Breach Solutions website

**BROKER:** 

ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

### **NOTES:**

- Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy.
- Please refer to Policy for specific terms, conditions and exclusions.
- Change in Total Insurable Values will result in adjustment in premium.



# SUMMARY OF CYBER INSURANCE CHANGES THE FOLLOWING ITEMS ARE BOUND CHANGES FOR THE 2020-2021 POLICY PERIOD

Coverage	2019-2020	2020-2021 Bound Changes
Claims Preparation Costs for Reputation Loss Claims Only	N/A	\$50,000
Cryptojacking	N/A	\$25,000
Reinstatement Option	125% of Total Annual Program Premium	Not offered
Reputation Loss	Consequential reputational loss coverage for Data Breach and Security Breach	Expanded to include additional perils, replaced consequential reputational loss coverage



# ALLIANT PROPERTY INSURANCE PROGRAM 2020-2021

# NAMED INSURED SCHEDULE AS OF 06/28/2020

### THE NAMED INSURED IS:

Vector Control Joint Powers Agency (VCJPA)

c/o Sedgwick

1750 Creekside Oaks Drive, Ste. 200

Sacramento, CA 95833

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

### NAMED INSURED MEMBER(S)

Vector Control	Joint Powers Agency
(VCJPA)	

Alameda County Mosquito Abatement
District

Burney Basin Mosquito Abatement District

Butte County Mosquito and Vector Control District

Coachella Valley Mosquito and Vector Control District

Coalinga-Huron Mosquito Abatement
District

Colusa Mosquito Abatement District

Compton Creek Mosquito Abatement
District

Consolidated Mosquito Abatement District

Contra Costa Mosquito and Vector Control
District

**Delta Vector Control District** 

**Durham Mosquito Abatement District** 

Fresno Mosquito and Vector Control District

Glenn County Mosquito and Vector Control District

Greater Los Angeles County Vector Control District

Kings County Mosquito Abatement District

Lake County Vector Control District

Los Angeles County West Vector Control District

Marin-Sonoma Mosquito and Vector Control District

Mosquito and Vector Management District of Santa Barbara County

Napa County Mosquito Abatement District

Northern Salinas Mosquito and Vector Control District

Northwest Mosquito and Vector Control District

Orange County Mosquito and Vector Control District



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whom the Named Insured has extended coverage is as follows:

Pine Grove Mosquito Abatement District

Placer Mosquito and Vector Control District

Sacramento-Yolo Mosquito and Vector Control District

San Gabriel Valley Mosquito and Vector Control District

San Joaquin County Mosquito and Vector Control District

San Mateo County Mosquito and Vector Control District

Shasta Mosquito and Vector Control District

Sutter-Yuba Mosquito and Vector Control District

Tehama County Mosquito and Vector Control District

**Turlock Mosquito Abatement District** 

West Valley Mosquito and Vector Control District