

OTHER COVERAGES

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MARINE HULL AND MACHINERY

Marine Hull and Machinery coverage covers property damage to those specific boats owned by the City of West Sacramento and the County of Yolo that are listed in the policy.

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DEDUCTIBLE AND COVERAGE AMOUNTS

MARINE HULL AND MACHINERY COVERAGE

DEDUCTIBLE SELECTED

City of West Sacramento - \$1,000 per occurrence
County of Yolo - \$1,000 per occurrence

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

Stated Amount in excess of \$1,000

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier. Values are replacement values based on stated amounts submitted to the excess carrier by the agencies.

INSTRUCTIONS FOR FILING CLAIMS

All claims under Marine Hull and Machinery Coverage should be reported to the Risk Manager as soon as possible. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

UNDERGROUND STORAGE TANK POLLUTION LEGAL LIABILITY

Underground Storage Tank Pollution Legal Liability coverage covers an environmental incident only for sites listed on the policy.

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DEDUCTIBLE AND COVERAGE AMOUNTS

UNDERGROUND STORAGE TANKS POLLUTION LEGAL LIABILITY

DEDUCTIBLE SELECTED

City of Davis - \$250,000 per environmental incident

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

\$1,000,000 in excess of \$250,000 per environmental incident; \$2,000,000 annual policy aggregate, \$100,000 defense costs limits

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under Underground Storage Tanks Pollution Legal Liability Coverage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

LANDFILL POLLUTION LEGAL LIABILITY

Landfill Pollution Legal Liability coverage covers pollution conditions emanating from the location that is listed in the policy. That location is the Yolo County Landfill.

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DEDUCTIBLE AND COVERAGE AMOUNTS

LANDFILL POLLUTION LEGAL LIABILITY

DEDUCTIBLE SELECTED

County of Yolo - \$50,000 each loss

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

\$6,000,000 each loss in excess of \$50,000; \$6,000,000 total all losses.
Defense costs are capped at 25% of the aggregate limit or \$1,500,000

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under Landfill Pollution Legal Liability Coverage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

SPECIAL EVENT LIABILITY COVERAGE

DEFINITION - Liability insurance available for purchase by individuals/groups who want to rent one of your facilities for an activity, but does not have the required insurance.

Events such as:

Art Shows	Lectures
Banquets	Luncheons
Business Meetings	Parties
Celebrations	Plays
Club & Group Meetings	Proms
Craft Shows	Seminars
Exhibitions	Weddings & Receptions
Graduations	Etc.

LIMITS:

- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
(Food Products Only)
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 100,000 Fire Damage
- \$ 5,000 Medical Expense (any one person)

All aggregates apply separately to each event

COVERAGE: Combined Single Limit of Liability for Bodily Injury and Property Damage per Occurrence and Aggregate as shown above.

Coverage includes:

- Lessees, Instructors or Event Holder as Named Insured
- "Primary & Non-Contributory" wording as respects to the Public Entity
- Volunteer Employee's as Insured's
- Entity or Venue Owner as Additional Insured
- Premises and Products/Completed Operations Liability
- Personal and Advertising Injury
- Fire Damage and Medical Payments

OPTIONAL COVERAGE:

(Subject to additional
Premium / Conditions)

- Liquor Liability (With prior approval and payment of additional premium)
- Athletic Participants included with underwriter's approval and signed waivers
- Vendors, Exhibitors and Concessionaires (included with payment of additional premium)

- Increase limits to:
 - \$1,000,000 per occurrence / \$3,000,000 general aggregate, or
 - \$2,000,000 per occurrence / \$2,000,000 general aggregate
- Property Damage
 - \$50,000 with a Deductible of \$500
 - \$100,000 with a Deductible of \$1,000

MAJOR EXCLUSIONS:

(Including but not limited to)

- Automobile Liability
- Aircraft / Watercraft Liability
- Property Damage to Entity Premises
- Property of Others in the Care, Custody and Control of the Insured
- Workers' Compensation
- Collapse of Tents and Concert Limitations
- Attendance Limitation Exclusion
- Seating, Glass & Fixtures Exclusion
- Pyrotechnics & Explosives Exclusion
- Exclude Specific Performances (without prior company approval)
- Performer and Crew (no coverage for injury to or by performer or crew)
- Assault and Battery
- Terrorism
- Punitive Damages

EXCLUDED EVENTS:

- Circus and Carnivals including Rides
- Mechanical Amusement Devices
- Motorized Sporting Events
- Tractor / Truck Pulls
- Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- Rodeos and Roping Events (including practice)
- Aircraft and Balloon Events
- Professional Sporting Events
- Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
- Moonbounces and Trampolines
- Veterinary Legal Liability (NO animals)

DEDUCTIBLE: None

CLAIM REPORTING:

Report any injuries or incidents which occurred during use of the facilities to:

Alliant Insurance Services, Inc.
Claims Dept.
100 Pine Street, 11th Floor
San Francisco, CA 94111
(877) 725-7695 Toll Free Phone
(415) 403-1466 Fax

The Claims Department will require all of the following information in order to properly file and process the claim:

1. Name of the Event Holder
2. Name of the Public Entity
3. Date of the Occurrence
4. Copy of the Certificate

PREMIUMS: Ranges from \$81 and up
(depends upon the type of event, number of people, days, or if alcohol is to be served)

INSTRUCTIONS:

- For Quote - - Contact YCPARMIA (530) 666-4456 or FAX (530) 666-4491
- INFORMATION NEEDED (Exhibit “A”):
 - Date of event (including “set up” and “take down”)
 - What type of event
 - Location of event
 - How many people
 - Name and Address of Group requiring the insurance
 - Contact person name and phone number
 - Alcohol (yes or no)
 - Concessions – Food or Non-Food (yes or no)
 - Exhibitors (yes or no)
 - Athletic Event (yes or no)
- YCPARMIA will contact with the amount of the Premium
- Once Group decides they want the insurance – they need pay the entity or YCPARMIA before certificate will be issued

INTERNAL PROCEDURE

AFTER GROUP DECIDES THEY WANT THE INSURANCE --

- YCPARMIA will issue Certificate on Alliant Insurance form (Exhibit "B")
- YCPARMIA will distribute Certificate as follows:
 - original Certificate to Entity
 - copy to the insured
 - copy with the Alliant Insurance Quarterly Report (Exhibit "C")
- YCPARMIA will by the 10th of the month after the end of the quarter, send the quarterly report and a check for the amount of the premiums collected to Alliant Insurance

Yolo County Public Agency Risk
 Management Insurance Authority
 Phone - (530) 666-4456 FAX - (530) 666-4491

SPECIAL EVENT LIABILITY REQUEST FORM

Entity: _____

Contact Name: _____

Contact Phone: _____

Event Holder: _____

Address _____

Date of Event: _____

(include set up and take down days)

Event: _____

Location of Event: _____

How Many People? _____

Alcohol	YES	NO
---------	-----	----

Concessionaires	YES	NO
Food Sales		

Concessionaires	YES	NO
Non-Food Sales		

Exhibitors	YES	NO
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Athletic Event	YES	NO
If yes – Waivers	YES	NO

GENERAL STAR INSURANCE COMPANY
 CERTIFICATE NO.: -

**CERTIFICATE OF INSURANCE
 SPECIAL EVENT LIABILITY PROGRAM**

PRODUCER: Robert F. Driver Company, Inc. P. O. Box 28323 Santa Ana, CA 92799-8323 (949) 660-8160 License No: OC 36861		PUBLIC ENTITY (ADDITIONAL INSURED)	
NAMED INSURED (EVENT HOLDER):		EVENT INFORMATION: TYPE: _____ DATE(S): _____ LOCATION: _____	
<p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p> <p>INSURANCE CARRIER: General Star Insurance Company</p> <p>MASTER POLICY NUMBER: IYG340276B</p> <p>MASTER POLICY DATES: EFFECTIVE: APRIL 1, 2000 EXPIRATION: APRIL 1, 2002</p>			
COMMERCIAL GENERAL LIABILITY General Aggregate Limit \$ 1,000,000 Products & Completed Operations 1,000,000 Personal & Advertising Injury 1,000,000 Each Occurrence Limit 1,000,000 Fire Damage (Any One Fire) 50,000 Medical Payments (Any One Person) 5,000		OCCURRENCE FORM DEDUCTIBLE: NONE	
The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event.			
"Who is insured" is amended to include, as an insured, the person or organization shown in this schedule, but only with respect to liability arising out of the ownership, maintenance or use of the premises used by the named insured (event holder). This insurance does not apply to: Any "occurrence" which takes place after the event holder ceases to be a tenant in that premises.			
OTHER ADDITIONAL INSURED			
CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder and additional insureds listed.			

AUTHORIZED REPRESENTATIVE: _____

Sharon H. Nash

DATE ISSUED: _____

**SPECIAL EVENT REPORTING FORM
FOR QUARTER: January 1, 2001 to March 31, 2001**

DEDUCTIBLE AND COVERAGE AMOUNTS

ESPARTO UNIFIED SCHOOL BUS PHYSICAL DAMAGE

DEDUCTIBLE SELECTED

Esparto Unified School District - \$1,000 each loss

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

Actual Cash Value, Cost of Repair or Stated Amount, whichever is least minus deductible

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under the Esparto School Bus Physical Damage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

DEDUCTIBLE AND COVERAGE AMOUNTS

MEDICAL MALPRACTICE

DEDUCTIBLE SELECTED

County of Yolo - \$10,000 per event

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

Claims Made Basis

CSAC pool - \$1,500,000 excess deductible

Excess Carrier - \$10,000,000 per event and aggregate excess pool layer
\$50,000,000 – Two-year program aggregate

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under the Medical Malpractice program should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

DEDUCTIBLE AND COVERAGE AMOUNTS

AIRPORT LIABILITY

DEDUCTIBLE SELECTED

County of Yolo - \$0.00 deductible

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

Bodily Injury & Property Damage Liability (each occurrence)	\$10,000,000
Products – Completed Operation (aggregate limit)	\$10,000,000
Malpractice (aggregate limit)	\$10,000,000
Personal/Advertising Injury (aggregate limit)	\$10,000,000
Fire Damage Limit Any One Fire	\$500,000
Medical Expense Any One Person	\$25,000
Hangarkeepers Limit Any One Occurrence	\$10,000,000
Hangarkeepers Limit Any One Aircraft	\$10,000,000
Non-owned Aircraft Liability	\$10,000,000
Excess Off Premises Auto Liability (excess Primary \$1,000,000)	\$10,000,000
Excess Employer Liability (excess Primary \$1,000,000)	\$10,000,000
Non-owned Physical Damage Legal Liability (any one aircraft)	\$50,000

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under Airport Liability Coverage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

POLLUTION LEGAL LIABILITY

Pollution Legal Liability coverage covers the following:

- Third Party bodily injury, property damage and off-site cleanup resulting from pollution conditions at, on or migrating from scheduled sites.
- First Party on-site cleanup resulting from pollution conditions at, on or migrating from scheduled sites.
- Third Party bodily injury property damage and cleanup, as a result of pollution conditions as a result of pesticide and herbicide spraying, emergency response activities, household hazardous waste collection events and the Weatherization Assistance Program.
- Third Party bodily injury and property damage, plus cleanup coverage, as a result of pollution conditions commencing during the transportation by a Third Party carrier of the insured's product or waste.

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DEDUCTIBLE AND COVERAGE AMOUNTS

POLLUTION LEGAL LIABILITY

DEDUCTIBLE SELECTED

None

COVERED ENTITIES

City of Davis
City of Winters
City of Woodland
County of Yolo
City of West Sacramento
Esparto Unified School District
Yolo Emergency Communications Agency
Capay Valley Fire Protection District
Clarksburg Fire Protection District
Cottonwood Cemetery District
Dunnigan Fire Protection District
Madison Fire Protection District
Madison Community Service District
Winters Cemetery District
Yolo-Solano Air Quality Management District

SELF INSURANCE FUND

\$100,000 Self-Insured Retention

EXCESS INSURANCE

Claims Made Basis

\$10,000,000 per occurrence / Aggregate*

\$50,000,000 per Aggregate* All Members of CSAC-EIA

**Aggregate applies to entire three year term, and does not reinstate annually*

Sub-limit on Contracting Services

\$5,000,000 per occurrence / Aggregate*

INSTRUCTIONS FOR FILING CLAIMS

All claims under the Pollution Legal Liability Coverage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.



**CSAC EIA POLLUTION PROGRAM
Summary of Insurance
2015-2018**

INSURED	CSAC Excess Insurance Authority															
INSURANCE COMPANY	Tokio Marine Specialty Insurance Company															
*BEST'S GUIDE RATING	A++, Superior, Financial Category XV (\$2 Billion or greater)															
*STANDARD & POOR'S	AA-, Very Strong															
CALIFORNIA STATUS	Non-Admitted															
POLICY NUMBER	PPK1358223															
PROGRAM TERM	July 1, 2015 to July 1, 2018															
RETROACTIVE DATE(S) – BLANKET	None, except for July 1, 2001 for Contractor's Environmental Coverage															
COVERAGE	Claims Made and Reported Policy <ul style="list-style-type: none">• Third party bodily injury, property damage, and off-site cleanup coverage, plus first party on-site cleanup coverage, as a result of pollution conditions at, on or migrating from scheduled sites (including associated streets and roads, storm drains & outfalls, and sanitary sewer lines)• Above ground storage tanks and scheduled underground storage tanks• Products liability (Bodily Injury and Legal Defense for Contaminants only) for potable, reclaimed and recycled water distributed by the insured and biosolids• Blanket coverage on Non-Owned Disposal Sites• Transportation – First and Third party conveyance• All members of GSRMA will share a single sublimit of \$10,000,000 per incident sublimit and a \$10,000,000 Aggregate.• All members of S.C.O.R.E will share a single sublimit of \$10,000,000 per incident sublimit and a \$10,000,000 Aggregate.															
LIMITS OF LIABILITY	<table><tr><td>Remediation Expense of On-Site:</td><td>\$10,000,000 Per Contamination Incident</td></tr><tr><td>Remediation Expense of Off-Site:</td><td>\$10,000,000 Per Contamination Incident</td></tr><tr><td>Bodily Injury and Property Damage:</td><td>\$10,000,000 Per Contamination Incident</td></tr><tr><td>Image Restoration:</td><td>\$ 500,000 Per Contamination Incident</td></tr><tr><td>Per member Aggregate:</td><td>\$10,000,000 Aggregate*</td></tr><tr><td>Total Aggregate Limit:</td><td>\$100,000,000*</td></tr><tr><td>Additional defense outside policy limits:</td><td>\$2,500,000 Per Contamination Incident & Aggregate</td></tr></table> <p>* Aggregate applies to entire three year term, and does not reinstate annually.</p>		Remediation Expense of On-Site:	\$10,000,000 Per Contamination Incident	Remediation Expense of Off-Site:	\$10,000,000 Per Contamination Incident	Bodily Injury and Property Damage:	\$10,000,000 Per Contamination Incident	Image Restoration:	\$ 500,000 Per Contamination Incident	Per member Aggregate:	\$10,000,000 Aggregate*	Total Aggregate Limit:	\$100,000,000*	Additional defense outside policy limits:	\$2,500,000 Per Contamination Incident & Aggregate
Remediation Expense of On-Site:	\$10,000,000 Per Contamination Incident															
Remediation Expense of Off-Site:	\$10,000,000 Per Contamination Incident															
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Per member Aggregate:	\$10,000,000 Aggregate*															
Total Aggregate Limit:	\$100,000,000*															
Additional defense outside policy limits:	\$2,500,000 Per Contamination Incident & Aggregate															

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1301 Dove Street, Suite 200, Newport Beach CA 92660-2511 ♦ 949-756-0271 ♦ Lic #0C36861 ♦ www.alliantinsurance.com

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CSAC EIA POLLUTION PROGRAM
Summary of Insurance
2015-2018



SELF-INSURED RETENTION	<p>\$75,000 Per Contamination Incident for CSAC I member entities \$250,000 Per Contamination Incident for CSAC II member entities</p> <p>3-Day waiting period for Business Interruption and Extra Expense</p> <p>Subject to the Aggregate Deductible of: \$1,000,000 Aggregate Deductible For All Contamination Incidents</p> <p>Upon satisfaction of the Aggregate Deductible, the following Deductible shall apply: \$50,000 Per Contamination Incident</p>
MINIMUM EARNED	<p>25% at inception, 50% earned at end of first policy year, 100% at end of second policy year.</p>
COVERED LOCATIONS	<p>Any location, whether owned, leased, rented, or operated by the insured at the inception date and listed on the property schedule, including, but not limited to, associated streets, roads, storm drains/outfalls, easements and rights of ways, sanitary sewer lines, wastewater treatment plants, water treatment plants, portable water wells, municipal airports, lift and pump stations, parks, civic or community centers, schools, donated land, easements for utility lines, roadways or bridges, landfills, maintenance garages, libraries, police and fire stations or other government buildings, and including related and associated shoreline and beaches.</p> <p>Automatic Coverage for Newly Acquired Locations. - reported annually and not a landfill or not a RCRA or Superfund site.</p> <p>New conditions covered subject to a retroactive date of the purchase, however full coverage can be granted subject to additional underwriting data and Phase I within one year.</p> <p>A list of scheduled locations to be provided annually to the carrier</p> <p>Divested locations will be considered removed for the Covered Location Schedule as of the date of such location is divested. Coverage applies prior to divestiture date.</p> <p>The 23 mile portion of the Santa Ana Regional Interceptor Line (SARI) as owned by the Orange County Sanitation District</p>
ENDORSEMENTS (including but not limited to)	<ul style="list-style-type: none"> • Additional Named Insured(s) • Mold Coverage Endorsement • Non-Owned Location Coverage – Blanket • Your Insured Location Schedule • Business Interruption Coverage • Additional Defense Outside Limit Of Insurance • Self-Insured Retention • Extra Expense From Contamination – Water Supply Wells • Storage Tank Schedule • Coverage For Certified And Other Acts Of Terrorism • Transportation Coverage – First/Third party conveyance • Inadvertent Error Or Omission In Scheduling Your Insured Locations • Contractor's Environmental Coverage (Retroactive date of 7/1/2001) • Zoonotic Diseases Endorsement

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**CSAC EIA POLLUTION PROGRAM
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ENDORSEMENTS (including but not limited to) Continued	<ul style="list-style-type: none"> • Cancellation Modification • Arbitration Deletion Endorsement • Bodily Injury And Property Damage With Inadvertent Disturbance For Asbestos and Lead, and remediation in soil or water • Automatic Coverage For Newly Acquired Locations, except landfills and RCA Superfund sites • Waiver Of Subrogation - Blanket • Choice Of Law And Legal Venue Endorsement – California • Deductible Schedule With Aggregate Deductible • Definition Of Contaminant Endorsement including methamphetamines • Definition Of Insured Endorsement • Definition Of Responsible Individual Endorsement • Extended Reporting Period • Landfills Off Site Coverage Only • Potable Water, Recycled Water And Biosolids Coverage • Duties In The Event Of A Claim Or Remediation Expense Or Discovery Of Contamination-Responsible Individual • Notice And Claims Reporting Provisions – Responsible Individual • Sudden And Accidental Coverage Only – Airports
MAJOR EXCLUSIONS (including but not limited to)	<ul style="list-style-type: none"> • Asbestos and Lead Paint (does not apply to soil or watercourse or body of water including ground water and inadvertent discharge) • Communicable Diseases (does not apply to exposure to medical waste) • Contractual Liability • Criminal Fines and Penalties • Damage to Insured's Property • Divested Property Limitation; exclusion applies after Divestiture Date • Underground Storage Tank Compliance Exclusion • Employer's Liability • Hostile Acts • Insured's Costs of Goods or Services • Insured versus insured • Material Change • Non-Disclosed Known Contamination • Nuclear Liability • Product Liability • Failure Or Violation Of Land Use Controls Exclusion • Civil Or Administrative Fines Or Penalties Exclusion • Willful Non-Compliance and Dishonest Acts • Sanitary lateral lines, based upon or arising out of Contamination from a sanitary lateral line
INSURING AGREEMENT	Pay the Insured for Loss, Remediation Expense, Bodily Injury and Property Damage or Image Restoration in excess of The Retention Amount
DEFENSE COSTS AND EXPENSES	Defense Costs and Expenses are inside the Self-Insured Retention and outside Limits of Liability
COVERAGE TRIGGER	Claims Made and Reported
TERRORISM	Included

**CSAC EIA POLLUTION PROGRAM
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EXTENDED REPORTING PERIOD	<ul style="list-style-type: none">• 60 days automatically provided without additional charge.• 3 years Supplemental Extended Reporting Period for not more than 100% of the annual premium.
CANCELLATION	90 Days Written Notice to First Named Insured 10 Days Notice for Non-Payment
CLAIMS REPORTING REQUIREMENTS	All claims must be reported immediately, regardless if under Self Insured Retention. Company written consent is required prior to incurring costs, except on an emergency basis.

DATE PREPARED	October 16, 2015
BROKER	ALLIANT INSURANCE SERVICES, INC Nazie Arshi, Senior Vice President Chris Tobin, Senior Vice President Linnette Lee, Specialty Client Manager Britt Booth, CSAC EIA Program Specialist

THIS SUMMARY IS FOR INFORMATION PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.

Important Notice: THE NON-ADMITTED AND REINSURANCE REFORM ACT (NRRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS LINES TAXES AND/OR FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES AND/OR FEES MUST BE PROMPTLY REMITTED TO ALLIANT INSURANCE SERVICES, INC.

Alliant Disclosure

This summary of insurance is provided as a matter of convenience and information only. All information included in this summary, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This summary does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this summary is also expressly conditioned on there being no material change in the risk between the date of this summary and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this summary whether or not this offer has already been accepted.

This summary is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this summary of insurance.

NY Regulation 194 Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the

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insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

Alliant Insurance Services, Inc.

1301 Dove Street, Suite 200, Newport Beach CA 92660-2511 ♦ 949-756-0271 ♦ Lic #0C36861 ♦ www.alliantinsurance.com

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TOKIO MARINE
SPECIALTY

PHILADELPHIA INSURANCE COMPANY

IMPORTANT INFORMATION PLEASE READ

If the following steps are not followed, coverage could be denied

IN THE EVENT OF AN ENVIRONMENTAL EMERGENCY:

- 1) *Follow your entity's procedures for reporting and responding to an incident*
- 2) *Alert local emergency authorities, as appropriate*
- 3) *Report the incident to your Alliant representative*
- 4) *Report the incident to Tokio Marine Specialty immediately at:*

1-800-765-9749

**All pollution incidents must be reported
immediately upon discovery**

Spills or releases involving Hazardous Materials or Petroleum Products require an immediate phone call to Tokio Marine Specialty: 1-800-765-9749 – 24 hours a day, 365 days a year

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in emergency response to the incident. You will be contacted by a trained representative of Tokio Marine Specialty to discuss further response steps as soon as possible.

DO follow your entity's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away
DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification



TOKIO MARINE
SPECIALTY

PHILADELPHIA INSURANCE COMPANY

TOKIO MARINE SPECIALTY FIRST NOTICE OF LOSS FORM

SEND TO: Claims Environmental
Tokio Marine Specialty
One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004-0950

BY PHONE: 1-800-765-9749

CATASTROPHE CALL CENTER: 1-800-765-9749 #3

BY FAX: 1-800-685-9238

BY EMAIL: claimsreport@tmsic.com

CSAC EIA Site: <http://csac-eia.org/resources/eia-documents/>

Copy Alliant Insurance:

Martin Fox-Foster
Ph 415-403-1417
Martin.Fox-Foster@Alliant.com

or

Robert Frey, Claims Manager
Ph 415-403-1400
RFrey@Alliant.com

Today's Date:

Notice of: (check all that apply)

☐ Pollution Incident

☐ Potential Claim

☐ Other _____

☐ Third-Party Claim

☐ Litigation Initiated

Insured's Name & Contact Information:

Member Name:		Contact:	
Address:			
Phone:		Email:	

Broker/Agent's Name & Contact Information:

Company Name: Alliant Insurance Services – Claims Dept.

Contact: Martin Fox-Foster

Phone #: (415) 403-1417

Address: 100 Pine Street, 11th Floor
San Francisco, CA 94111

Policy Information

Policy Number: PPK1358223

Policy Period: July 1, 2015 to July 1, 2018

Limits of Liability: \$10,000,000 Per Condition

\$10,000,000 Aggregate

Self-Insured Retention:

☐ \$75,000

☐ \$250,000



**TOKIO MARINE
SPECIALTY**

PHILADELPHIA INSURANCE COMPANY

Loss Information

Please follow the instructions and we will expedite your claim as quickly and in as friendly of a manner as possible.

The claims customer service department will immediately process your first notice of loss report. You will receive verbal confirmation of our receipt of notice and will be contacted by your servicing representative within one business day.

Date of Incident/Claim:

Location:

Claimant Name/Address:

Description of Loss:

Please list all attached or enclosed documentation: ☐ (check if none provided)

Name of Person Completing This Form:

Signature: _____



VII. Notice and Claim Reporting Provisions

A. Notice under this policy shall be given by the Responsible individual, or on your behalf:

1. In writing to us at:
Attention Claims - Environmental
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004 – 0950
2. By fax at: 1 (800) 685-9238; or
3. By telephone at: 1 (800) 765-9749.

As a condition precedent to our obligations under this policy, the **Responsible individual** shall give written notice to us as soon as practicable of any **claim** made against the **insured** for **loss, remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable.

B. If during the policy period, the insured first becomes aware of any contamination or incurs emergency expense which could reasonably be expected to give rise to a claim, remediation expense or other coverage under this policy, the Responsible individual shall give written notice to us regarding all particulars of said incident as soon as practicable after the Responsible individual becomes aware of said contamination or emergency expense. Oral notification must be followed with a written notice to us as soon as practicable. Such notice of any contamination or emergency expense must include:

1. The particulars of the specific **contamination or emergency expense**;
2. The circumstances by which the **insured** first became aware of such **contamination or emergency expense**; and
3. The **claim, loss or remediation expense** or other coverage afforded under this policy which has or may result from such **contamination or emergency expense**.

Any **claim, remediation expense** or other coverage afforded under this policy then arising out of such **contamination** will be considered to have been first made under the policy in effect at the time the **Responsible individual** first become aware of such **contamination**.

VIII. Duties in the Event of a Claim or Remediation Expense or Discovery of Contamination

A. The Insured's Duties

In the event of a **claim, remediation expense**, other coverage afforded under this policy or the **discovery of contamination** and pursuant to **VII. Notice and Claim Reporting Provisions** above, the **Responsible individual** shall:

1. Give notice containing particulars sufficient to identify the insured, time, place and underlying circumstances to us including, but not limited to, immediately forwarding to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;
2. The **insured** shall take reasonable measures to protect their interests. We shall not be liable for **loss or remediation expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;
3. Admit no liability, make no payments, assume no obligation and incur no expense related to such **claim, remediation expense**, other coverage afforded or **contamination** without our written consent, except in the case of **remediation expense** that qualifies as **emergency expenses**. In the event the **insured** incurs **remediation expense** that qualifies as **emergency expenses**, it is a condition precedent for coverage of such **remediation expense** under this policy that we are notified by the **Responsible individual** as soon as practicable of such **remediation expense** that qualifies as **emergency expenses**;
4. Cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of suits. The **insured** shall, at the **insured's** cost, attend inquiries, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and employees; and
5. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense**, or other coverage afforded or **contamination** without our written consent. Such consent shall not be unreasonably withheld.



TOKIO MARINE
SPECIALTY

PHILADELPHIA INSURANCE COMPANY

B. Rights and Duties Concerning Contamination

The **insured** shall have the right and duty to retain an **environmental professional**, subject to our consent, to perform the investigation or remediation of **contamination** covered by this insurance after **discovery** or notification of the existence of such **contamination**. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.

In the event of **emergency expenses**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expenses**, any costs incurred without our consent will not be covered under this policy or credited against the Deductible. As a condition precedent for coverage of **emergency expenses** under this policy, we must be notified by the **Responsible individual** as soon as practicable of such **emergency expenses**.

In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination**. Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the Deductible.

DEDUCTIBLE AND COVERAGE AMOUNTS

AIRCRAFT LIABILITY

DEDUCTIBLE SELECTED

County of Yolo - \$0.00 deductible

SELF INSURANCE FUND

NONE

EXCESS INSURANCE

\$5,000,000 CSL Bodily injury, including passenger and property damage

NOTE: There is no coverage agreement attached because there is no self-insured pool. Coverage goes directly to excess carrier.

INSTRUCTIONS FOR FILING CLAIMS

All claims under Aircraft Liability Coverage should be reported immediately to the YCPARMIA Risk Manager and the insurance company. Adjustment services for these claims will be provided by the excess carrier. The Risk Manager will coordinate all claims with the carrier.

CYBER LIABILITY

Cyber Liability coverage covers Information Security & Privacy Insurance with Electronic Media Liability Coverage

Included in General/Auto Liability Premium

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YCPARMIA Cyber Liability Insurance* Summary Table Fiscal Year 2019-20

Sublimited Converge **	Total Limits available to YCPARMIA member after \$100,000 Self Insured Retention, or SIR
Breach Response Costs	\$3,750,000 if Beazley Nominated Service Providers are exclusively used. Otherwise the sublimit available is reduced to \$1,500,000 only.
Business Interruption resulting from Systems Failure	\$1,500,000
Dependent Business Loss: Resulting from Dependent Security Breach	\$2,250,000
Dependent Business Loss: Resulting from Dependent Systems Failure	\$300,000
Telephone Fraud	\$225,000
Funds Transfer Fraud	\$225,000
Criminal Reward	\$75,000
Computer Hardware Replacement	\$225,000
Consequential Reputational Loss	\$150,000
Fraudulent Instruction	\$225,000
Invoice Manipulation	\$300,000

* Insurance coverage underwritten by Beazley Group, Greenwich Insurance Company and Crum & Forster Specialty Insurance Companies

** Please see "Summary of Cyber Insurance Underwritten by Beazley" document for brief definitions of coverages and sublimits

In the event of a Cyber Breach or Suspected Incident:

Immediate Notice must be made to Beazley NY and Alliant of all potential claims and circumstances:

Notify Beazley Group via email or phone:

Email: tmbclaims@beazley.com Phone: (866) 567-8570

Notify Alliant via email or phone:

Email: rfrey@alliant.com and Elaine.Tizon@alliant.com Phone: (877) 725-7695

Notify YCPARMIA via email or phone:

Email: asarkis@ycparmia.org and ddue@ycparmia.org Phone: (530) 666-4456

Please DO NOT retain counsel or other vendors without speaking to Beazley and obtaining consent.

Notify Authorities, as appropriate.

Policy Information

Policy Period: 7/1/2019 to 7/1/2020

Insurance Carrier	Policy Number	Limits
Primary Layer: Beazley	BH1939951	\$2M Per Member Aggregate Limit of Liability
Excess Layer 1: AXA XL	MTE9033662 03	\$3M Per Member Aggregate Limit of Liability
Excess Layer 2: Crum & Forster	CYB-100079	\$2M Per Member Aggregate Limit of Liability

Summary of Cyber Insurance Underwritten by Beazley

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Coverages and sublimits provided are subject to a \$100,000 self-insured retention, or SIR.

Next few pages are not the actual and whole insurance policy but an attempt to define some of the sublimits and concepts within the actual policy. A complete policy set with all terms, conditions and endorsements should be consulted upon for further information and actual insurance coverage determination.

Please DO NOT retain counsel or other vendors without speaking to Beazley and obtaining consent.

INSURING AGREEMENTS

Breach Response

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

First Party Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Liability

Data & Network Liability

To pay **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:

1. a **Data Breach**;
2. a **Security Breach**;

3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **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

To indemnify the **Insured Organization** 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

To pay **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 **Media Liability**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;
2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

DEFINITIONS

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Beazley Nominated Service Provider means a vendor or service provider recommended by the Underwriters after an incident (or reasonably suspected incident) described in the Breach Response insuring agreement.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Costs means the following fees and costs incurred by the **Insured Organization** with the Underwriters' prior written consent in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement**;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call center to respond to inquiries about a **Data Breach**;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Costs will not include any internal salary or overhead expenses of the **Insured Organization**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's**

contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;

3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;

2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Loss means **Breach Response Costs, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;

7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

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**;

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

fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

In the event of a Cyber Breach or Suspected Incident:

Immediate Notice must be made to Beazley NY and Alliant of all potential claims and circumstances:

Notify Beazley Group via email or phone:

Email: tmbclaims@beazley.com

Phone: (866) 567-8570

Notify Alliant via email or phone:

Email: rfrey@alliant.com and Elaine.Tizon@alliant.com

Phone: (877) 725-7695