

## **Informational Items**

November 2020

Requesting Department: Finance / Risk Management  
Description: For the Tollway's estimated requirement of Contract 20-0180 for Cyber Liability Insurance Services (insurance carrier Travelers through insurance broker Mesirow) for a one-year period.  
Awarded to: Mesirow Insurance Services, Inc.  
Amount: \$141,730.00  
Procurement Method: Order Against Master Contract



# The Illinois State Toll Highway Authority

## Network Security and Privacy (Cyber) Liability & Management Liability Insurance Proposal 2021 – 2022

Presented on October 28, 2020 by:

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## Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
  - Strategy
  - Employee Engagement
  - Procurement
  - Analytics
  - Wellness
  - Compliance
  - Benefits Administration
  - Global Workforce
- Industry Solutions
  - Construction
  - Energy and Marine
  - Healthcare
  - Law Firms
  - Public Entity
  - Real Estate
  - Tribal Nations
  - And many other industries
- Co-Brokered Solutions
  - Automotive Specialty
  - Energy Alliance Program
  - Hospital All Risk Property Program
  - Law Firms
  - Parking/Valet
  - Public Entity Property Insurance Program
  - Restaurants/Lodging
  - Tribal Nations
  - Waste Haulers/Recycling
- Business Services
  - Risk Control Consulting
  - Human Resources Consulting
  - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States

## Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years.	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

## Your Service Team

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## Executive Summary

The Public Entity Professionals of Mesirow Insurance Services, Inc. appreciates the opportunity to present the following Network Security and Privacy Liability (Cyber) insurance proposal to the Illinois State Toll Highway Authority (ISTHA) for the 1/1/21 – 22 policy term.

The Public Entity team has strived to work with the ISTHA in controlling risk management costs through premium negotiation, loss control strategies and variable programs all designed to assist in your overall goals to administer the business of ISTHA leadership and fiscal responsibility.

There has been a whole lot of discussion and speculation swirling around the “State of the Market” and what to expect in final months of 2020. We are experiencing a hard market in most lines of coverage including Network Security and Privacy Liability.

The past few years have produced record setting losses for carriers, which is the reason for the hard market for this line of coverage. Year after year more claims are reported as cybercriminals get more sophisticated. These losses are requiring carriers to increase their rates.

Due to market conditions your program was extensively marketed again this year to 33 different carriers. The carriers and their responses can be found in the section Marketing Summary. In most cases, insurers continue to be hesitant with your higher risk profile and the potentially significant financial exposures, making alternative options somewhat difficult to obtain.

Travelers Casualty and Surety Company of America (Travelers), your incumbent carrier continues to provide the most comprehensive and cost effective option. Travelers is proposing a renewal program with a \$10,000,000 limit of liability with a \$500,000 deductible. The program offers an additional limit of coverage to address expenses associated with providing notification and credit monitoring services for up to 2,000,000 affected individuals. It is the same limit and deductible as last year.

Due to market conditions and exposure increases, the renewal premium is increasing from \$116,408 to \$136,872 (includes premium and service fee) or 17.6%. Please note that Travelers is increasing their rates across their entire Cyber book of business.

Travelers is providing an option to lower your deductible from \$500,000 to \$250,000 for \$141,730 (includes premium and service fee), or an additional \$4,858. The percentage increase is 21.8%.

Please note that several enhancements have been negotiated on your behalf. They are as follows:

- Option to reduce your deductible from \$500,000 to \$250,000 for an additional premium of \$4,858.
- Dependent Business Interruption increased from \$1,000,000 to \$2,500,000
- Dependent System Failure increased from \$1,000,000 to \$2,500,000



- Dependent Business Interruption - Outsource Provider increased from \$1,000,000 to \$2,500,000
- Dependent System Failure - Outsource Provider increased from \$1,000,000 to \$2,500,000
- Reputational Harm increased from \$250,000 to \$1,000,000
- Conviction Reward increased from \$25,000 to \$100,000
- We are in the process of negotiating an increase in your Social Engineering/Cyber Crime limits from \$100,000 to \$250,000.

Some additional coverage changes/ reductions are as follows:

- The Computer and Legal Expert deductible has been increased from \$5,000 to \$500,000 or \$250,000 if that option is selected.
- Travelers has added an exclusion for Biometric Information Privacy Act. We are currently in the process of negotiating its removal.

Please note that we fully expect the insurance market to remain hard through next year.

We truly appreciate the opportunity to present our proposal and look forward to discussing our enclosed comprehensive Network Security and Privacy Liability program to you.

## Privacy and Network Security - Coverage Descriptions - Travelers

### **Liability Insuring Agreements:**

#### ■ **PRIVACY AND SECURITY**

Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law, failure to destroy confidential information, failure to comply with a privacy policy, wrongful collection of private or confidential information, failure to prevent a security breach that results in the inability of authorized users to gain system access, the participation in a DDoS attack, or the transmission of a computer virus.

#### ■ **MEDIA**

Coverage for claims arising from copyright infringement, plagiarism, defamation, libel, slander, and violation of an individual's right of privacy or publicity in electronic and printed content.

#### ■ **REGULATORY**

Coverage for administrative and regulatory proceedings, civil and investigative demands brought by domestic or foreign governmental entities or claims made as a result of privacy and security acts or media acts.

### **Breach Response Insuring Agreements:**

#### ■ **PRIVACY BREACH NOTIFICATION**

Coverage for costs to notify and provide services to individuals or entities who have been affected by a data breach. Examples include call center services, notification, credit monitoring and the cost to purchase identity fraud insurance.

#### ■ **COMPUTER AND LEGAL EXPERTS**

Coverage for costs associated with analyzing, containing, or stopping privacy or security breaches; determining whose confidential information was lost, stolen, accessed, or disclosed; and providing legal services to respond to such breaches.

#### ■ **BETTERMENT**

Coverage for costs to improve a computer system after a security breach, when the improvements are recommended to eliminate vulnerabilities that could lead to a similar breach.

#### ■ **CYBER EXTORTION**

Coverage for ransom and related costs associated with responding to threats made to attack a system or to access or disclose confidential information.

#### ■ **DATA RESTORATION**

Coverage for costs to restore or recover electronic data, computer programs, or software lost from system damage due to computer virus, denial-of-service attack or unauthorized access.

#### ■ **PUBLIC RELATIONS**

Coverage for public relations services to mitigate negative publicity resulting from an actual or suspected privacy breach, security breach, or media act.

## Privacy and Network Security - Coverage Descriptions - Travelers – Continued

### **Cyber Crime Insuring Agreements:**

- **FUNDS TRANSFER FRAUD**  
Coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution.
- **SOCIAL ENGINEERING FRAUD**  
Coverage for loss of money or securities due to a person impersonating another and fraudulently providing instructions to transfer funds.
- **TELECOM FRAUD**  
Coverage for amounts charged by a telephone service provider resulting from an unauthorized person accessing or using an insured's telephone system.

### **Business Loss Insuring Agreements:**

- **BUSINESS INTERRUPTION**  
Coverage for loss of income and expenses to restore operations as a result of a computer system disruption caused by a virus or computer attack, including the voluntary shutdown of systems to minimize the business impact of the event.
- **DEPENDENT BUSINESS INTERRUPTION**  
Multiple coverage options for loss of income and expenses to restore operations as a result of an interruption to the computer system of a third party that the insured relies on to run their business. It must be a third party under a written agreement.
- **SYSTEM FAILURE**  
Coverage for loss of income and expenses to restore operations as a result of an accidental, unintentional, and unplanned interruption of an insured's computer system.
- **REPUTATIONAL HARM**  
Coverage for lost business income that occurs as a result of damage to a business' reputation when an actual or potential cyber event becomes public.

## Named Insured / Additional Named Insureds

### Named Insured(s)

The Illinois State Toll Highway Authority

### Additional Named Insured(s)

None

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### NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, re-issuing policies, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are specifically named on the policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than the responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for a list of entities that provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified by the policy pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractors, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the underwriter. The underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limit of coverage and an additional premium charge.

## Line of Coverage

### Network Security and Privacy (Cyber) Liability Coverage

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>INSURANCE COMPANY:</b>	Travelers Casualty and Surety Company of America	Travelers Casualty and Surety Company of America	Travelers Casualty and Surety Company of America
<b>A.M. BEST RATING:</b>	A++ (Superior), Financial Size Category: XV (\$2 Billion or Greater) as of November 5, 2019	A++ (Superior), Financial Size Category: XV (\$2 Billion or Greater) as of November 5, 2019	A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of November 5, 2019
<b>STANDARD &amp; POOR'S RATING:</b>	AA (Very Strong) as of July 24, 2020	AA (Very Strong) as of July 24, 2020	AA (Very Strong) as of July 24, 2020
<b>STATE COVERED STATUS:</b>	Admitted	Admitted	Admitted
<b>POLICY/COVERAGE TERM:</b>	1/1/2020 to 1/1/2021	1/1/2021 to 1/1/2022	1/1/2021 to 1/1/2022
<b>Coverage Form:</b>	Policy form #CYB-16001-0119 – Claims Made	Policy form #CYB-16001-0620 – Claims Made	Policy form #CYB-16001-0620 – Claims Made
<b>Limits:</b>			
Maximum Aggregate Limit (per policy period)	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
<b>Breach Response Limits</b>			
Number of Notified Individuals (*These costs do NOT erode the aggregate limit of liability)	2,000,000 affected individuals*	2,000,000 affected individuals*	2,000,000 affected individuals*

## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Limits – Continued:</b>			
Computer and Legal Experts	\$ 2,500,000 forensics*	\$ 2,500,000 forensics*	\$ 2,500,000 forensics*
Public Relations (*These costs do NOT erode the aggregate limit of liability)	\$ 10,000,000 P/R costs (P/R costs are part of limit on Travelers)	\$ 10,000,000 P/R costs (P/R costs are part of limit on Travelers)	\$ 10,000,000 P/R costs (P/R costs are part of limit on Travelers)
Betterment	\$ 100,000	\$ 100,000	\$ 100,000
<b>First Party Loss Coverage</b>			
<b>Cyber Business Interruption Loss</b>			
Security Breach	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
System Failure	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
<b>Dependent Business Loss</b>			
Security Breach	\$ 1,000,000	\$ 2,500,000	\$ 2,500,000
System Failure	\$ 1,000,000	\$ 2,500,000	\$ 2,500,000
Outsourced Provider – Security Breach	\$ 1,000,000	\$ 2,500,000	\$ 2,500,000
Outsourced Provider – System Failure	\$ 1,000,000	\$ 2,500,000	\$ 2,500,000
Reputational Harm	\$ 250,000	\$ 1,000,000	\$ 1,000,000
Cyber Extortion Loss	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Data Recovery Costs	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000

## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Limits – Continued:</b>			
<b>Third Party Liability Coverage</b>			
Data and Network Security	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Regulatory Defense and Penalties	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Payment Card Liabilities and Costs (“PCI” coverage)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Media Liability	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
<b>“E-Crime” Coverage</b>			
Social Engineering	\$ 100,000	\$ 100,000	\$ 100,000
Funds Transfer Fraud	\$ 100,000	\$ 100,000	\$ 100,000
Telephone Fraud	\$ 100,000	\$ 100,000	\$ 100,000
<b>Conviction Reward Coverage</b>			
Conviction Reward Coverage	\$ 25,000	\$ 100,000	\$ 100,000

## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Deductible:</b>			
<b>Breach Response Limits</b>			
Number of Affected Individuals	250 affected individuals	250 affected individuals	250 affected individuals
Computer and Legal Experts	\$ 5,000	\$ 500,000	\$ 250,000
<b>First Party Loss Coverage</b>			
<b>Cyber Business Interruption Loss</b>			
Resulting from Security Breach	8 Hours waiting period	8 Hours waiting period	8 Hours waiting period
Resulting from System Failure	8 Hours waiting period	8 Hours waiting period	8 Hours waiting period
<b>Dependent Business Loss</b>			
Resulting from Security Breach	8 Hours waiting period	8 Hours waiting period	8 Hours waiting period
Resulting from System Failure	8 Hours waiting period	8 Hours waiting period	8 Hours waiting period
Cyber Extortion Loss	\$ 500,000	\$ 500,000	\$ 250,000
Data Recovery Costs	\$ 500,000	\$ 500,000	\$ 250,000



## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Deductible – Continued</b>			
<b>Third Party Liability Coverage</b>			
Data and Network Security	\$ 500,000	\$ 500,000	\$ 250,000
Regulatory Defense and Penalties	\$ 500,000	\$ 500,000	\$ 250,000
Payment Card Liabilities and Costs	\$ 500,000	\$ 500,000	\$ 250,000
Media Liability	\$ 500,000	\$ 500,000	\$ 250,000
<b>“E-Crime” Coverage</b>			
Fraudulent Instruction	\$ 500,000	\$ 500,000	\$ 250,000
Funds Transfer Fraud	\$ 500,000	\$ 500,000	\$ 250,000
Telephone Fraud	\$ 500,000	\$ 500,000	\$ 250,000
<b>Criminal Reward Coverage</b>			
Criminal Reward	\$ 0	\$ 0	N/A
<b>Defense Inside/Outside the Limit:</b>	Inside	Inside	Inside
<b>Who has the Duty to Defend:</b>	Insurer	Insurer	Insurer

## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Endorsement &amp; Exclusions:</b> (including but not limited to)	<ul style="list-style-type: none"> <li>• Illinois Changes Endorsement</li> <li>• Cap On Losses From Certified Acts Of Terrorism Endorsement</li> <li>• Federal Terrorism Risk Insurance Act Disclosure Endorsement</li> <li>• Per Impacted Parties And Computer And Legal Expert Costs (paid outside the limit)               <ul style="list-style-type: none"> <li>○ 2,000,000 notifications</li> <li>○ \$2,500,000 forensics costs</li> <li>○ Public relations expenses are <i>within</i> the limit</li> </ul> </li> <li>• Dependent Business Interruption - System Failure Endorsement</li> <li>• Dependent Business Interruption - Outsource Provider With System Failure</li> <li>• Conviction Reward Endorsement @ \$25k sublimit</li> <li>• Vendor Or Client Payment Fraud Endorsement @ \$100k sublimit</li> <li>• “Bricked” Equipment Endorsement</li> <li>• “Betterment” Coverage @ \$100k sublimit with 50% Coinsurance (no endorsement – on dec page)</li> <li>• Reputation Harm Coverage @ \$1M sublimit (no endorsement – on declarations page)</li> </ul>	<ul style="list-style-type: none"> <li>• Illinois Changes Endorsement</li> <li>• Cap On Losses From Certified Acts Of Terrorism Endorsement</li> <li>• Federal Terrorism Risk Insurance Act Disclosure Endorsement</li> <li>• Per Impacted Parties And Computer And Legal Expert Costs (paid outside the limit)               <ul style="list-style-type: none"> <li>○ 2,000,000 notifications</li> <li>○ \$2,500,000 forensics costs</li> <li>○ Public relations expenses are <i>within</i> the limit</li> </ul> </li> <li>• Dependent Business Interruption - System Failure Endorsement</li> <li>• Dependent Business Interruption - Outsource Provider With System Failure</li> <li>• Conviction Reward Endorsement @ \$100k sublimit</li> <li>• Vendor Or Client Payment Fraud Endorsement @ \$100k sublimit</li> <li>• “Bricked” Equipment Endorsement</li> <li>• “Betterment” Coverage @ \$100k sublimit with 50% Coinsurance (no endorsement – on dec page)</li> <li>• Reputation Harm Coverage @ \$1M sublimit (no endorsement – on declarations page)</li> </ul>	<ul style="list-style-type: none"> <li>• Illinois Changes Endorsement</li> <li>• Cap On Losses From Certified Acts Of Terrorism Endorsement</li> <li>• Federal Terrorism Risk Insurance Act Disclosure Endorsement</li> <li>• Per Impacted Parties And Computer And Legal Expert Costs (paid outside the limit)               <ul style="list-style-type: none"> <li>○ 2,000,000 notifications</li> <li>○ \$2,500,000 forensics costs</li> <li>○ Public relations expenses are <i>within</i> the limit</li> </ul> </li> <li>• Dependent Business Interruption - System Failure Endorsement</li> <li>• Dependent Business Interruption - Outsource Provider With System Failure</li> <li>• Conviction Reward Endorsement @ \$100k sublimit</li> <li>• Vendor Or Client Payment Fraud Endorsement @ \$100k sublimit</li> <li>• “Bricked” Equipment Endorsement</li> <li>• “Betterment” Coverage @ \$100k sublimit with 50% Coinsurance (no endorsement – on dec page)</li> <li>• Reputation Harm Coverage @ \$1M sublimit (no endorsement – on declarations page)</li> </ul>

## Network Security and Privacy (Cyber) Liability Coverage – Continued

	Expiring Program Travelers	Renewal Option #1 Travelers - \$500K Deductible	Renewal Option #2 Travelers - \$250K Deductible
<b>Endorsement &amp; Exclusions – Continued:</b> (including but not limited to)		<ul style="list-style-type: none"> <li>Exclude Violations of the Biometric Information Privacy Act Endorsement</li> </ul>	<ul style="list-style-type: none"> <li>Exclude Violations of the Biometric Information Privacy Act Endorsement</li> </ul>
<b>Total Cost Excluding TRIA:</b>	\$ 109,908.00 Premium <u>\$ 6,500.00 Service Fee</u> <b>\$ 116,408.00 Total Cost</b>	\$ 130,372.00 Premium <u>\$ 6,500.00 Service Fee</u> <b>\$ 136,872.00 Total Cost</b>	\$ 135,230.00 Premium <u>\$ 6,500.00 Service Fee</u> <b>\$ 141,730.00 Total Cost</b>
<b>Total Cost Including TRIA:</b>	Not Applicable	Not Applicable	Not Applicable
<b>Quote Valid Until:</b>	No Longer Applicable	1/1/2021	1/1/2021
<b>Binding Conditions:</b>	No Longer Applicable	<ul style="list-style-type: none"> <li>See Subjectivity Section</li> </ul>	<ul style="list-style-type: none"> <li>See Subjectivity Section</li> </ul>

**See Disclaimer Page for Important Notices and Acknowledgment**

## Subjectivities of Options 1 and 2

- 1. Cyber Risk Payment Card Supplemental Application
- 2. Biometric Information Privacy Act Questions below (to consider removal of CYB-19124-0919)
  - 1. Does the Applicant collect Biometric Data (fingerprints, voice prints, facial or retina scans) from anyone?
  - 2. If “Yes”:
    - a. For the last 12 months has the Applicant obtained a written release that satisfies the obligations of the Illinois Biometric Information Privacy Act?
    - b. Does the Applicant have a policy concerning the retention and destruction of biometric Information or Identifiers?
  - 3. Question 10.J. – Will they be implementing multi-factor authentication for remote access to email (to potentially increasing Cyber Crime sublimits to \$250k)

## Loss Prevention Services Provided To Policy-Holders

### Travelers:

- As a value-added service, your company now has access to the Travelers eRisk Hub®, powered by NetDiligence®. The Travelers eRisk Hub is a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. The Travelers eRisk Hub portal features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk. Please note the following:
  1. The Travelers eRisk Hub portal is a private site provided to customers of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.
  2. You must register to use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager and Legal Counsel.
  3. The Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not specifically endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
  4. Should you experience a data breach event, you may choose to call the Breach Coach® listed in the portal for immediate triage assistance. Your initial consultation of up to one half-hour is free of charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or event notification requirements of your policy.

## To register for the Travelers eRisk Hub:

1. Go to <https://www.eriskhub.com/travelers.php>.
  2. Complete the registration form. **Your Access Code is 13881.**
  3. Once registered, you can access the portal immediately.
- Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost.
    1. Web-based training for executives, managers and human resource personnel
    2. Practical solutions for problems faced in the workplace and managing your organization
    3. Topical webinars and weekly articles on current issues
    4. Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace
  - For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative.
    1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
    2. In the Sign-In box, click Register.
    3. Enter the password/passcode: TRVP110000
    4. Fill in the Registration Information and click Submit.
    5. Your organization is registered, and you are registered as Site Administrator.

## Notable Policy Definitions - Travelers

- **Betterment Costs** means the reasonable costs incurred and paid by the Insured, with the Insurer's written consent, for hardware or software to improve a Computer System after a Security Breach, if:
  - the Security Breach has been stopped or contained, and resulted in covered Computer and Legal Expert Costs;
  - the Approved Provider that provided computer services in response to such Security Breach:
    - has identified a weakness in a Computer System that caused, or contributed to, the Security Breach; and
    - recommends the improvements to prevent a future Security Breach from exploiting such weakness; and
  - such improvements are incurred and paid for by the Insured within the earlier of 90 days after:
    - the recommendation by the Approved Provider; or
    - the end of the Policy Period.

Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months. Betterment Costs does *not* include wages, benefits, or overhead of any Insured.
- **Claim** means:
  - a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an Insured's receipt of such written demand;
  - a civil proceeding, commenced by the service of a complaint or similar pleading;
  - an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;
  - a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an Insured's receipt of such written request; or
  - for the Regulatory Proceedings Insuring Agreement only, a Regulatory Proceeding, commenced by:
    - the filing of charges;
    - the filing of an investigative order;
    - the service of a summons; or
    - the service or filing of a similar document,

against an Insured for a Wrongful Act. Except under Other Conditions, Notice Of Claim, a Claim is deemed made when commenced.
- **Client** means a person or entity to whom the Insured Entity:
  - provides goods; or
  - performs services,

for a fee, or under a written agreement.

## Notable Policy Definitions – Travelers – Continued

- **Computer And Legal Expert Costs** means the reasonable fees or costs incurred or paid by the Insured for services recommended and provided by an Approved Provider, to:

  - conduct a forensic analysis to determine the existence and cause of a Privacy Breach or Security Breach;
  - determine whose Confidential Information was lost or stolen; or accessed or disclosed without authorization;
  - contain or stop a Privacy Breach or Security Breach in progress;
  - certify the Computer System meets Payment Card Security Standards, if a Security Breach Discovered during the Policy Period results in noncompliance with such standards, but only for the first certification; or
  - provide legal services to respond to a Privacy Breach or Security Breach.

Computer and Legal Expert Costs does *not* include Defense Costs or Privacy Breach Notification Costs.
  
- **Computer Fraud** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a Computer System, that:

  - is not made by an Insured Person, an Independent Contractor, or any other person under the direct supervision of the Insured; and
  - causes Money, Securities, or Other Property to be transferred, paid, or delivered from inside the Insured Entity's premises or the Insured Entity's financial institution premises to a place outside of such premises.

Computer Fraud does *not* include Social Engineering Fraud.
  
- **Computer System** means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:

  - under the operational control of, and owned by, licensed to, or leased to:
    - the Insured Entity; or
    - an Insured Person, while authorized by, and transacting business on behalf of, the Insured Entity, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or
  - operated by an IT Provider, but only the portion of such computer system used to provide hosted computer resources to the Insured Entity, except under the Betterment or Business Interruption Insuring Agreements.
  
- **Confidential Information** means a third party's or Insured Person's private or confidential information that is in the care, custody, or control of the Insured Entity, or a service provider acting on behalf of the Insured Entity.



## Notable Policy Definitions – Travelers – Continued

- **Insured Person** means:
  - Employees;
  - natural persons while:
    - officers;
    - partners;
    - the sole proprietor;
    - in-house general counsel; or
    - members of a board of directors, trustees, or governors, of the Insured Entity; or
  - for the Liability Insuring Agreements only, also includes Independent Contractors.
  
- **IT Provider** means an entity while under a written agreement with the Insured Entity to provide it with:
  - hosted computer application services;
  - cloud services or computing;
  - electronic data hosting, back-up, storage, and processing;
  - co-location services;
  - platform-as-a-service; or
  - software-as-a-service.
  
- **Loss** means:
  - Defense Costs;
  - damages, judgments, settlements, or prejudgment or postjudgment interest, that an Insured is legally obligated to pay as a result of a Claim, including:
    - court awarded legal fees; and
    - punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;
  - Payment Card Contract Penalties;
  - for the Regulatory Proceedings Insuring Agreement, means Regulatory Costs; or
  - for First Party Insuring Agreements, means First Party Loss.
  - Loss, other than Defense Costs, does *not* include:
    - civil or criminal fines, penalties, sanctions, or taxes, except for:
      - Payment Card Contract Penalties; or
      - Regulatory Costs;
    - amounts uninsurable under applicable law;
    - restitution, return, or disgorgement of any profits;
    - liquidated damages in excess of the amount for which the Insured would be liable absent the liquidated damages provision of a contract; or
    - the cost of complying with injunctive or nonmonetary relief.

## Notable Policy Definitions – Travelers – Continued

- **Privacy And Security Act** means:
  - the failure to prevent a Privacy Breach;
  - the failure to destroy Confidential Information;
  - a violation of law, when alleged in connection with 1 or 2;
  - the failure to provide Notification required by law;
  - the failure to comply with a Privacy Policy;
  - the unauthorized, unlawful, or wrongful collection of Confidential Information; or
  - the failure to prevent a Security Breach, directly resulting in the:
    - alteration or deletion of Confidential Information;
    - transmission of a Virus into a computer or network system that is not a Computer System;
    - participation in a denial-of-service attack directed against a computer or network system that is not a Computer System; or
    - failure to provide an authorized user with access to a Computer System.
  
- **Privacy Breach** means the loss or theft of, or unauthorized access to or disclosure of, Confidential Information.
  
- **Privacy Breach Notification Costs** means reasonable costs or fees incurred or paid by an Insured Entity, voluntarily or as required by agreement or law, for:
  - printing and delivering notice to;
  - providing credit or identity monitoring for up to 24 months, or longer where required by law, to;
  - call center services for;
  - the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or
  - with the Insurer's prior written consent, other services to mitigate Loss or provide notice to, Impacted Parties, if recommended and provided by an Approved Provider.
  
- **Restoration Costs** means the reasonable amounts incurred or paid by the Insured, with the Insurer's prior written consent:
  - to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a Computer System, to its condition immediately before a Security Breach; or
  - to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.
  - Restoration Costs does *not* include:
    - costs to recover or replace computer programs, software, or electronic data that the Insured did not have a license to use;
    - costs to design, update, or improve the operation of computer programs or software;
    - costs to recreate work product, research, or analysis; or
    - wages, benefits, or overhead of the Insured.

## Notable Policy Definitions – Travelers – Continued

- **Security Breach** means:
  - the unauthorized access to;
  - the use of authorized access to cause intentional harm to;
  - a denial-of-service attack against; or
  - the introduction of a Virus into, a Computer System.
  
- **Social Engineering Fraud** means intentionally misleading an Employee, by providing an instruction that:
  - is not made by an Insured;
  - is purportedly from a Vendor, Client, or Employee;
  - directs the Employee to transfer, pay, or deliver Money or Securities;
  - contains a misrepresentation of material fact; and
  - is relied upon by the Employee, believing the material fact to be true.

## Notable Policy Exclusions Include, But Are Not Limited, To The Following:

### Travelers

- Nuclear / War (except for terrorism) / Pollution: Broad exclusion
- Bodily Injury / Property Damage: Claims alleging BI/PD would be specifically excluded under this policy, except for emotional distress, mental anguish, humiliation or loss of reputation (the carve-back only applies to bodily injury).
- Prior Knowledge: Exclusion for claims related to matters known prior to retroactive date
- Illegal Conduct: fraud, criminal acts and illegal profit are uninsurable. Defense costs will be covered until such time as such conduct is determined in judicial proceeding.
- Assumed Liability / Breach of Contract: an allegation of breach of contract is specifically excluded with carve-back provision for liability which may have existed in the absence of such contract
- Governmental Action: Seizure, confiscation, nationalization
- Infrastructure: Interruption or failure of satellites, power utilities, internet service, except when under the Insured's control
- Intellectual Property: Patent, copyright, trademark, trade secret, etc.
- Biometric Information Privacy Act Exclusion

**Not a complete list (please review actual policy form for full list of exclusions)**

## Management Liability Insurance Coverage Descriptions

*(Note: Not all coverages may be quoted / purchased)*

### DIRECTORS & OFFICERS LIABILITY (D&O)

D&O coverage is designed to protect the personal assets of any past, present or future director, officer, partner, member, employee or advisory committee member (“individual insured”) against losses arising from an actual or alleged act or omission, error, misstatement, misleading statement, neglect or breach of duty in exercising his/her duties.

- **A-side Coverage:** (individual coverage for non-indemnified claims) protects individual insured where the financial institution is unable to indemnify them, normally due to State indemnification laws or insolvency of the company.
- **B-side Coverage:** (individual coverage for indemnified claims) provides reimbursement to the company for claims that the insured entity indemnifies on behalf of the targeted individual insured.
- **C-side Coverage:** (entity coverage) protects the company from shareholder lawsuits, class action litigation and regulatory actions. The law often imputes a greater duty to the corporate entity and the company often bears a share of any loss.

### EMPLOYMENT PRACTICES LIABILITY (EPLI)

Protects the Insureds against losses arising from any actual or alleged wrongful termination, discrimination, sexual harassment or other violation of statutory or common law relating to employment. This would respond to employment defamation or retaliation claims – and provides coverage for mental anguish or emotional distress associated with the above allegations, as well.

- **Third party coverage:** extension of EPL insurance for claims brought by customers, clients (non-employees) for similar allegations.

### FIDUCIARY LIABILITY (FLI)

Protects Insureds against losses resulting from “Breaches of Fiduciary Duty” in the Insured’s capacity as fiduciary of plans subject to Employee Retirement Income Security Act of 1974 (ERISA), or any common law relating to any Employee Benefit Plan.

### EMPLOYED LAWYERS

Designed to protect attorneys working as In-House Counsel, their support staff and independent contractors from claims arising from their legal professional services provided to their employer.

### CRIME INSURANCE

Covers dishonest or fraudulent acts committed by employees against the Insured Entity, and can be tailored to respond to various forgery, fraud or theft actions against the Insured Entity.

- **Executive Impersonation (aka Social Engineering):** Coverage for an organization’s losses when an employee is deceived into making a payment through email, telephone, letter or other means to someone purporting to be a vendor or client

## Management Liability Insurance Coverage Descriptions – Continued

### **PROFESSIONAL LIABILITY**

Protects professional practitioners against claims of potential negligence made by their clients (Common reasons alleged in making claims on these policies are negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice in providing a professional service).

### **PRIVACY / SECURITY INSURANCE (CYBER LIABILITY)**

Responds to third-party claims arising from a failure of a business' network security or a failure to protect personally identifiable information – also responds to regulatory actions in connection with a security failure, privacy breach or the failure to disclose a security failure or privacy breach. Also is structured to respond with coverage for notifications costs and public relations services to assist in managing and mitigating a covered incident.

## Marketing Summary

Insurance Company	AM Best's Rating	Response
Travelers	A++ (XV)	Incumbent: Quoted with a \$500,000 retention and an option for a \$250,000 retention
Beazley	A	Declined, class of business
Westchester	A++	Declined, class of business
CFC	A	Declined, class of business
Hiscox	A	Declined, class of business
BRIT	A (Lloyd's Paper)	Declined on primary. Will consider excess; needs ransomware supplement
HCC	A++	Declined on primary, excess only
CNA	A+	Declined, class of business
Zurich	A+	Declined on primary, excess only
Ascot	A	Declined due to size of account
Arch	A+	Declined on primary, excess only
RSUI	A	Declined on primary, excess only
Navigators	A+	Declined, cannot compete
Markel	A	Declined, cannot compete
EmerginRisk	A (Lloyd's Paper)	Declined on primary, excess only
Coalition	A+	Declined, class of business
Corvus	A	Declined, class of business
Devon Park	A++	Declined, no stand-alone product
XL	A+	Declined on primary, excess only
Sompo	A+	Declined on primary, excess only
Hudson	A	Declined, class of business
DUAL	A (Lloyd's Paper)	Declined, size of business
Great American	A+	Declined, size of business
Hartford Steam Boiler	A++	Declined, class of business
Scottsdale	A	Declined, size of business
QBE	A	Declined on primary, excess only

Insurance Company	AM Best's Rating	Response
MunichRe	A (Lloyd's Paper)	Declined, size of business
Ascent	A (Lloyd's Paper)	Indication of \$150,000 in premium and will consider excess
Canopus	A (Lloyd's Paper)	Declined on primary, excess only
Barbican	A (Lloyd's Paper)	Declined on primary, excess only
Channel	A (Lloyd's Paper)	Declined on primary, excess only
Hamilton	A (Lloyd's Paper)	Declined on primary, excess only
Liberty	A (Lloyd's Paper)	Declined on primary, excess only



## Disclosures

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, 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 proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal 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 proposal, whether or not this offer has already been accepted.**

**This proposal 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 proposal of insurance.**

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](http://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](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://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.

## NY Regulation 194

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 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.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

## Other Disclosures / Disclaimers - Continued

### Claims Made Policy (D&O/EPL)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) 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.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures / Disclaimers - Continued

### Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

***See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.***

## Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### ▪ Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- “a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area”...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

### ▪ Additional Information

- Flood Zones
  - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

### ▪ FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

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If you do NOT wish to purchase flood insurance your signature is required below:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Printed / Typed: \_\_\_\_\_  
Company Name: \_\_\_\_\_

## Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

## Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Request to Bind Coverage

The Illinois State Toll Highway Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Network Security and Privacy (Cyber) Liability Service Fee	<input type="checkbox"/>
	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?**

<p><b>Yes, please provide us with a financing quote.</b></p> <p><input type="checkbox"/></p>	<p><b>No, we do not wish to finance our premium.</b></p> <p><input type="checkbox"/></p>
--	--

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

\_\_\_\_\_  
**Signature of Authorized Insured Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed / Typed Name**

**This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.**

# THA - Toll Highway Authority

## Purchase Order

<p>Release Order Number</p> <p><b>19-416CMS-BOSS4-P-11024:25</b></p> <p>Master Contract? Y</p> <p>Master Con/Ref #: 9100000831</p> <p>Contract/PO #: 4100136734</p>
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VENDOR	<p>Vendor Number: V00005036</p> <p>Mesirow Insurance Services, Inc.</p>
	<p>353 North Clark Street</p> <p>Floor 10</p> <p>Chicago, IL 60654</p> <p>libby.fischer@alliant.com</p> <p>(312) 595-6200</p>

SHIP TO	<p>Ship To - CA</p> <p>2700 Ogden Avenue</p> <p>Central Administration</p> <p>Downers Grove, IL 60515</p> <p>US</p> <p>Email:</p> <p>(630) 241-6800</p>
	<p>Contract Administrator</p> <p>PO Box 3094</p> <p>Lisle, IL 60532-8094</p> <p>US</p> <p>Email: Prolnvoices@getipass.com</p> <p>(630) 241-6800</p>

**VENDOR INSTRUCTIONS:**  
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

- Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
- Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

**PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES**  
--Please see specific requirements provided by the purchasing entity.

<p>Shipping Method:</p> <p>Shipping Terms:</p> <p>Solicitation (Bid) No.: N/A</p> <p>Release Begin Date: 01/01/2021</p>	<p>Release End Date: 01/01/2022</p>	<p>Freight Terms:</p> <p>Payment Terms: NA</p> <p>Delivery Calendar Day(s) A.R.O.: 1</p>
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Item # 1  
Class-Item 958-61

Insurance Brokerage: include any fees, benefits, premiums from the Statement of Work or invoices for tracking purposes. User Agencies should attach for type of insurance, amount, etc. ISTHA Contract term: January 1, 2021 through January 1, 2022 for Cyber Liability Insurance Services. Proposal Renewal Option #2.

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 141,730.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 141,730.00

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 141,730.00



The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement.

OFFICIAL SIGNATURES:

Vendor Name: Mesirow Insurance Services, Inc.

Vendor Signature: 

Printed Name: John Harney

Title: Executive VP, MD


Phone #: 312.595.7347

Email: john.harney@alliant.com

Date: 12/23/2020

State of Illinois Agency or Other Purchasing Entity  
Procuring State Agency or Entity: \_\_\_\_\_

**Illinois State Toll  
Highway Authority**

Official Signature: 

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: \_\_\_\_\_

Printed Name: Eric Occomy

Title: Chief of Contract Services

Date: 12/28/2020

Legal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fiscal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: \_\_\_\_\_ Source Sel. Method: \_\_\_\_\_

Using Agency Funding Source: \_\_\_\_\_

Detailed Expenditure Object Code: \_\_\_\_\_

Approp. Acct Code: \_\_\_\_\_

Award Code: \_\_\_\_\_

Original Proc. Method: \_\_\_\_\_

Subcontractors Disclosed: \_\_\_\_\_

Subcontractors Utilized: \_\_\_\_\_

Publication Date: \_\_\_\_\_ Financing Needed: \_\_\_\_\_

IPG Cert/Disclosure Yes \_\_\_\_\_ No \_\_\_\_\_

APPROVED

By: Desiree L berti

Phone#: (630) 241-6800

**BUYER**

**Signature:**



**Email:** EOocomy@getipass.com