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Date Prepared: 3/7/2023

Cyber Liability REVISED Quote Cover Note

<p>Contact: Kevin O'Brien Agency: Upstate Agency, LLC Address: 20 South Street Glen Falls, NY 12801-</p> <p>Phone: (518) 792-5841 Fax:</p>	<p>Insured: Mohawk Valley Library System</p> <p>Address: 858 DUANESBURG RD SCHENECTADY, NY 12306</p>
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<p>Effective Date: 3/10/2023 Expiration Date: 3/10/2024</p>	<p>Quoted: 100% Underwriters at Lloyd's of London Non-Admitted</p>
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Please review the attached quote for policy terms, conditions, and subjectives as offered by the carrier we approached on your behalf. During our brokerage process, we may have had to make some adjustments to the requested coverage, terms, conditions and exclusions from that which were part of your original submission. This quote is intended as an indication of the coverages and associated costs of such.

Please review the carriers subjectivities or request for additional information closely and send such information to us PRIOR TO BINDING via email or Fax them to me at (908) 834-8411. This is a quote/indication only.

This is a quote/indication only. No coverage is being placed at this time.

Premiums

	<u>Cyber Liability</u>
Term Premium:	3,150.00
Carrier Fee *:	150.00
Filing Fee *:	300.00
Surplus Lines:	118.80
Stamping Fee:	4.95
Total:	3,723.75
Commission:	10.00%

* Fees are Fully Earned

Terms, Conditions and Additional Information
SEE QUOTE BELOW FOR TERMS & CONDITIONS

The attached is being offered on the basis shown on the attached quote. It does not necessarily provide the terms and/or coverages originally requested. This is intended as an indication only. No coverage is provided



INDICATION OF TERMS

REFERENCE NUMBER:	3245186
COMPANY NAME:	Mohawk Valley Library System
TOTAL PAYABLE:	USD3,300.00
Premium breakdown:	Plus \$118.80 Surplus Lines Tax, \$4.95 Stamping Fee, \$300.00 Filing Fee
Cyber & Privacy:	USD2,250.00
Cyber Crime:	USD900.00
Policy Administration Fee:	USD150.00 (taxable)
TRIA:	USD0.00
BUSINESS OPERATIONS:	Public Library ✓
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ul style="list-style-type: none">1. Surplus lines Affidavit(s)2. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)3. Satisfactory confirmation the insured maintains daily offline backups that are fully disconnected and segregated from their live environment. If these are cloud based then confirmation they are secured with MFA (prior to binding)4. Satisfactory confirmation the insured does not operate any legacy (unsupported) systems (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	07 Mar 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers



THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES



DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE ~~A~~

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



✓ INSURING CLAUSE 2: CYBER CRIME *A*

✓ SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION D: EXTORTION

Limit of liability: USD2,000,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim
Deductible: USD2,500 each and every claim

✓ SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

SECTION D: REGULATORY FINES

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD2,000,000

in the aggregate, including **costs and expenses**

Deductible: USD2,500

each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



A INSURING CLAUSE 7: COURT ATTENDANCE COSTS *A*

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Mohawk Valley Library System

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY