



## INDICATION OF TERMS

REFERENCE NUMBER:	3344014
COMPANY NAME:	The Corp of the Township of Huron Kinloss
TOTAL PAYABLE:	CAD9,250.00
Premium breakdown:	
Cyber & Privacy:	CAD9,000.00
Policy Administration Fee:	CAD250.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (CA) v3.0
ENDORSEMENTS:	Absolute Theft of Funds Exclusion Clause Policy Aggregate Limit of Liability Clause Choice of Law, Jurisdiction and Service of Suit Condition Amendatory Clause
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ol style="list-style-type: none"><li>1. Satisfactory confirmation that you have downloaded &amp; registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)</li><li>2. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)</li></ol>
POLICY PERIOD:	12 months
DATE OF ISSUE:	26 Apr 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Josh Bilson

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

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD0	each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	CAD50,000	each and every claim, subject to a maximum of 10% of all sums <b>we</b> have paid as a direct result of the <b>cyber event</b>
Deductible:	CAD0	each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

NO COVER GIVEN

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

NO COVER GIVEN

### SECTION C: THEFT OF PERSONAL FUNDS

NO COVER GIVEN

### SECTION D: EXTORTION

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD15,000 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

NO COVER GIVEN

### SECTION F: TELEPHONE HACKING

NO COVER GIVEN

### SECTION G: PUSH PAYMENT FRAUD

NO COVER GIVEN

### SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

NO COVER GIVEN

## INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD15,000 each and every claim

### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: CAD1,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of **system failure**

Deductible: CAD15,000 each and every claim



#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	CAD100,000	each and every claim
Deductible:	CAD15,000	each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	CAD1,000,000	each and every claim, sub-limited to CAD1,000,000 in respect of <b>system failure</b>
Deductible:	CAD15,000	each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	CAD25,000	each and every claim
Deductible:	CAD0	each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD15,000	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:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

##### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>



#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### INSURING CLAUSE 5: MEDIA LIABILITY

##### SECTION A: DEFAMATION

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

##### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

#### INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim



## ABSOLUTE THEFT OF FUNDS EXCLUSION CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: The Corp of the Township of Huron Kinloss

WITH EFFECT FROM: -

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

**Theft of funds**

arising directly or indirectly out of the theft of money or other financial assets.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## POLICY AGGREGATE LIMIT OF LIABILITY CLAUSE

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: The Corp of the Township of Huron Kinloss

WITH EFFECT FROM: -

It is understood and agreed that the following is added to the Declarations page:

### AGGREGATE LIMIT OF LIABILITY FOR ALL INSURING CLAUSES COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**

It is further understood and agreed that the following amendments are made to **"HOW MUCH WE WILL PAY"**:

1. The first paragraph of the **"YOUR MAXIMUM LIMITS UNDER THIS POLICY"** part is deleted in its entirety and replaced with the following:

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit**.

2. The narrative in the **"YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS"** part is deleted in its entirety and replaced with the following:

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** will apply in total for that claim.

3. The final paragraph in the **"YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS"** part is deleted in its entirety and replaced with the following:

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit**, and if a damages payment in excess of the **policy limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** bears to the total amount of the damages payment.

It is further understood and agreed that the following amendments are made to this Policy:

1. The **DEFINITION** of **"Incident response limit"** is deleted in its entirety.



2. The third paragraph of the “Agreement to pay claims (duty to defend)” **CONDITION** is deleted in its entirety and replaced with the following:

**We** will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject always to the **policy limit**.

3. Part a. of the “Continuous cover” **CONDITION** is deleted in its entirety and replaced with the following:
  - a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit**, whichever is the lower;

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## CHOICE OF LAW, JURISDICTION AND SERVICE OF SUIT CONDITION AMENDATORY CLAUSE

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: The Corp of the Township of Huron Kinloss

WITH EFFECT FROM: -

It is understood and agreed that the "Choice of law" **CONDITION** is deleted in its entirety and replaced with the following:

### **Choice of law, jurisdiction and service of suit**

This Policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the insured in the Declarations page and **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the insured in the Declarations page.

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**