



INDICATION OF TERMS

REFERENCE NUMBER:	2738794
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: 1. 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)
POLICY PERIOD:	12 months
DATE OF ISSUE:	29 Apr 2022
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Robert Wood

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 we have paid as a direct result of the cyber event
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
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Deductible:	CAD15,000	each and every claim
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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
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Deductible:	CAD15,000	each and every claim
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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
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Deductible:	CAD15,000	each and every claim
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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 system failure
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 costs and expenses
Deductible:	CAD15,000	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

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



SECTION C: MANAGEMENT LIABILITY

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

SECTION D: REGULATORY FINES

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

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

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

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

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

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

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

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 NUMBER: N/A

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 NUMBER: N/A

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 NUMBER: N/A

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 Dentons Canada LLP whose address for such service is 77 King Street West, Suite 400, Toronto-Dominion Centre, Toronto, Ontario M5K 0A1.

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