

# The Corporation of the Town of LaSalle

Date:	February 15, 2019	Report No:	FIN-03-2019	
Directed To:	Members of Council	Attachments:	Cyber Insurance Quotes	
Department:	Finance			
Prepared By:	Dale Langlois, CPA ,CA Director of Finance & Treasurer  Nick DiGesu Manager of Information Technology	Policy References:	None	
Subject:	Cyber Insurance			

#### Recommendation:

> That Council authorize the purchase of Cyber Insurance through CFC Underwriting Ltd. with an annual premium of \$17,516 for 2019 and \$5,000,000 of coverage.

#### Report:

As technology continues to develop at an accelerated rate and businesses (including our Municipality) utilize and rely on technology to operate day-to-day operations, cyber related crime, data breach and system interruption has become an increasing risk to all businesses. As a result, administration has approached our local insurance broker to obtain a quote for various cyber liability insurance coverage options.

The following chart outlines the various coverage options from CFC Underwriters Ltd.:

	OPTION A	OPTION B	OPTION C
Annual Premium	\$9,500	\$14,500	\$17,516
Limit of Liability	\$1,000,000	\$3,000,000	\$5,000,000
Deductible	\$15,000	\$15,000	\$25,000

Each option provides coverages for the following:

- Cyber Incidence Response
- Cyber Crime
- System Damage and Business Interruption
- Network Security and Privacy Liability
- Media Liability
- Court Attendance Costs

Further details of what is included under each of the above categories can be found in the attached quote details.

The items covered and costs are in line with what other Municipalities in Essex County receive from their cyber insurance providers.

Option C is being recommended as the additional cost is minimal for the additional coverage to be received.

Yours truly,

Dale Langlois, CPA, CA

Director of Finance & Treasurer

√lick ĎiGesu

Manager of Information Technology

Reviewed by:						
CAO	Finance	Council Services	Public Works	Development & Strategic Initiatives	Culture & Recreation	Fire Services



### QUOTATION

CFC\19\1216839 REFERENCE NUMBER:

CORP OF THE TOWN OF LASALLE COMPANYNAME:

CAD9,500.00 TOTAL PAYABLE:

Broken down as follows:

Premium: CAD9.250.00 CAD250.00 Fee:

Municipality BUSINESS OPERATIONS: Worldwide LEGAL ACTION:

Worldwide TERRITORIAL SCOPE:

REPUTATIONAL HARM PERIOD:

INDEMNITYPERIOD:

12 months 8 hours WAITING PERIOD:

Cyber, Private Enterprise (CAN) v3.0 WORDING:

12 months

ENDORSEMENTS: None None SUBJECTIVITIES:

12 months POLICYPERIOD: 04 Feb 20 19 DATE OF ISSUE:

ADDITIONAL NOTES:

OPTIONAL EXTENDED

REPORTING PERIOD: 12 months

100% CERTAIN UNDERWRITERS AT LLOYD'S SECURITY:

Natasha Neilson UNDERWRITER:

THIS QUOTATION 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



## LIMITS OF LIABILITY AND DEDUCTIBLES

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

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 cach and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Lim it of liability: CAD 1,000,000 cach and every claim

Deductible: CAD 15,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Lim it of liab ility: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Lim it of liab ility: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Lim it 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: CAD15,000 cach and every claim

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Lim it of liability: CAD250,000 each and every claim

Deductible: CAD15,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Lim it of liability: CAD 250,000 each and every claim

Deductible: CAD 15,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Lim it of liability: CAD 250,000 each and every claim

Deductible: CAD 15,000 each and every claim



SECTION D: EXTORTION

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 cach and every claim

SECTION E: CORPORATE IDENTITY THEFT

Lim it of liability: CAD 250,000 cach and every claim

Deductible: CAD 15,000 each and every claim

SECTION F: TELEPHONE HACKING

Lim it of liability: CAD250,000 cach and every claim

Deductible: CAD 15,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Lim it of liab ility: CAD50,000 each and every claim

Deductible: CAD 15,000 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Lim it of liability: CAD250,000 each and every claim

Deductible: CAD 15,000 each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COS'IS

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD20,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Lim it of liability: CAD 1,000,000 each and every claim, sub-lim ited to CAD 1,000,000

in respect of system failure

Deductible: CAD 15,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Lim it of liability: CAD 100,000 cach and every claim

Deductible: CAD15,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Lim it of liability: CAD 1,000,000 each and every claim, sub-lim ited to CAD 1,000,000

in respect of system failure

Deductible: CAD 15,000 cach and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Lim it of liability: CAD 1,000,000 cach and every claim

Deductible: CAD 15,000 cach and every claim

SECTION F: CLAIM PREPARATION COSTS

Lim it of liability: CAD25,000 each and every claim

Deductible: CAD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Lim it of liability: CAD 1,000,000 each and every claim

Deductible: CAD 15,000 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: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate lim it of liability: CAD 1,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 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 lim it of liab ility: CAD 100,000 in the aggregate, sub-lim ited to CAD 2,000 per day

Deductible: CAD0 each and every claim



### QUOTATION

REFERENCE NUMBER:

CFC\19\1216841

COMPANYNAME:

CORP OF THE TOWN OF LASALLE

TOTAL PAYABLE:

CAD 14,500.00

Broken down as follows:

Premium:

CAD 14,250.00

Fee:

CAD250.00

BUSINESS OPERATIONS:

Municipality

LEGAL ACTION:

Worldwide

TERRITORIAL SCOPE:

Worldwide

REPUTATIONALHARM

12 m onths

PERIOD:

12 months

INDEMNITY PERIOD: WAITING PERIOD:

8 hours

WORDING:

Cyber, Private Enterprise (CAN) v3.0

ENDORSEMENTS:

None None

SUBJECTIVITIES: POLICYPERIOD:

12 months

DATE OF ISSUE:

04 Feb 2019

ADDITIONAL NOTES:

OPTIONAL EXTENDED

REPORTING PERIOD:

12 months

SECURITY:

100% CERTAIN UNDERWRITERS AT LLOYD'S

UNDERWRITER:

Natasha Neilson

THIS QUOTATION 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



## LIMITS OF LIABILITY AND DEDUCTIBLES

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

INSURING CLAUSE I: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD<sub>0</sub>

each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Lim it of liab ility:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Lim it 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:

CAD 15,000

each and every claim

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD 15,000



SECTION D: EXTORTION

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Lim it of liability:

each and every claim

Deductible:

CAD250,000 CAD 15.000

each and every claim

SECTION F: TELEPHONE HACKING

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION G: PUSH PAYMENT FRAUD

Lim it of liability:

CAD50,000

each and every claim

Deductible:

CAD 15,000

each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD 15,000

each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD20,000

each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Lim it of liability:

CAD3,000,000

each and every claim, sub-limited to CAD 1,000,000

in respect of system failure

Deductible:

CAD 15,000

each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Lim it of liability:

CAD 100,000

cach and every claim

Deductible:

CAD 15,000

cach and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Lim it of liability:

CAD3,000,000

cach and every claim, sub-limited to CAD 1,000,000

in respect of system failure

Deductible:

CAD 15,000

each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Lim it of liability:

CAD3,000,000

each and every claim each and every claim

CAD 15.000 Deductible:

Lim it of liability:

SECTION F: CLAIM PREPARATION COSTS CAD25,000 each and every claim

Deductible:

CAD0

each and every claim

SECTION G: HARDW ARE REPLACEMENT COSTS

Lim it of liability:

CAD3,000,000

each and every claim

Deductible:

CAD 15,000



## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT:

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate lim it of liability: CAD3,000,000 in the aggregate, including costs and expenses

Deductible: CAD 15,000 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 lim it of liability: CAD 100,000 in the aggregate, sub-lim ited to CAD 2,000 per day

Deductible: CADO each and every claim



### INDICATION OF TERMS

REFERENCE NUMBER:

CFC\19\1216845

COMPANYNAME:

CORP OF THE TOWN OF LASALLE

TOTAL PAYABLE:

CAD 17,516.00

Broken down as follows:

Premium:

CAD 17,266.00

Fee:

CAD250.00

**BUSINESS OPERATIONS:** 

Municipality

LEGAL ACTION:

Worldwide

TERRITORIAL SCOPE:

Worldwide

REPUTATIONAL HARM

12 months

PERIOD:

12 months

INDEMNITY PERIOD: WAITING PERIOD:

8 hours

WORDING:

Cyber, Private Enterprise (CAN) v3.0

ENDORSEMENTS:

JLT PUBLIC SECTOR SPECIAL AMENDATORY CLAUSE

SUBJECTIVITIES:

This quote is subject to the following being provided by the stated

deadline:

1. Does the insured undertake regular backups? If so, what is the frequency and how often are these integrity tested? (prior to binding)
2. Does the insured have a business continuity plan / disaster recovery

plan in place? (prior to binding)

POLICYPERIOD:

12 months

DATE OF ISSUE:

04 Feb 2019

ADDITIONAL NOTES:

OPTIONAL EXTENDED

REPORTING PERIOD:

12 months

SECURITY:

100% CERTAIN UNDERWRITERS AT LLOYD'S

UNDERWRITER:

Natasha Neilson

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



### LIMITS OF LIABILITY AND DEDUCTIBLES

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

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Lim it of liab ility: CAD5,000,000 each and every claim

Deductible: CAD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Lim it of liability: CAD5,000,000 each and every claim

Deductible: CAD25,000 cach and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Lim it of liability: CAD5,000,000 cach and every claim

Deductible: CAD25,000 cach and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Lim it of liab ility: CAD 5,000,000 cach and every claim

Deductible: CAD25,000 each and every claim

SECTION E; PRIVACY BREACH MANAGEMENT COSTS

Lim it of liab ility: CAD5,000,000 each and every claim

Deductible: CAD25,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Lim it of liability: CAD5,000,000 each and every claim

Deductible: CAD25,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Lim it of liability: CAD 50,000 each and every claim, subject to a maximum of 10%

of all sums we have paid as a direct result of the

cyber event

each and every claim

Deductible: CAD25,000 each and every claim

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Lim it of liability: CAD250,000 each and every claim

Deductible: CAD25,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Lim it of liability: CAD 250,000 cach and every claim

CAD25,000

SECTION C: THEFT OF PERSONAL FUNDS

Deductible:

Lim it of liability: CAD 250,000 cach and every claim

Deductible: CAD25,000 cach and every claim



SECTION D: EXTORTION

Lim it of liability:

CAD5,000,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION F: TELEPHONE HACKING

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION G: PUSH PAYMENT FRAUD

Lim it of liability:

CAD50,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Lim it of liability:

CAD250,000

each and every claim

Deductible:

CAD25,000

each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Lim it of liability:

CAD5,000,000

each and every claim

Deductible:

CAD50,000

each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Lim it of liability:

CAD5,000,000

each and every claim, sub-limited to CAD 1,000,000

in respect of system failure

Deductible:

CAD25,000

each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Lim it of liability:

CAD 100,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Lim it of liability:

CAD5,000,000

each and every claim, sub-limited to CAD 1,000,000

in respect of system fallure

Deductible:

CAD25,000

each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Lim it of liability:

CAD5,000,000

each and every claim

Deductible:

CAD25,000

each and every claim

SECTION F: CLAIM PREPARATION COSTS

Lim it of liability:

CAD25,000

each and every claim

Deductible:

CAD0

each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Lim it of liability:

CAD5,000,000

each and every claim

Deductible:

CAD25,000



#### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT:

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate lim it of liability:

CAD5,000,000

in the aggregate, including costs and expenses

Deductible:

CAD25,000

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 lim it of liability:

CAD 100,000

in the aggregate, sub-lim ited to CAD2,000 per day

Deductible:

CAD0



## JLT PUBLIC SECTOR SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY

NUMBER:

THE INSURED:

Corp of The Town of Lasalle

WITH EFFECT FROM:

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

 INSURING CLAUSE 2 (SECTION G only) is deleted in its entirety and replaced with the following:

#### SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse you in the event of fraudulent electronic communications or websites designed to impersonate you, your business operations or any of your products, first discovered by you during the period of the policy, for:

- a. the cost of creating and issuing a specific press release or establishing a specific website to advise your customers, clients, prospective customers and prospective clients of the fraudulent communications;
- the cost of reimbursing your existing customers and clients for their financial loss arising directly from the fraudulent communications;
- c. your income loss for 90 days following your discovery of the fraudulent communications as a direct result of the fraudulent communications; and
- d. external costs associated with the removal of websites designed to impersonate you.
- INSURING CLAUSE 3 (SECTION E only) is deleted in its entirety and replaced with the following:

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse you for your income loss sustained during the reputational harm period as a direct result of the loss of current or future customers or clients caused by damage to your reputation as a result of a cyber event first discovered by you during the period of the policy.

3. The DEFINITION of "Client" is deleted in its entirety and replaced with the following:

"Client" m eans

any third party with whom you have a contract in place for the supply of your business operations in return for a fee, or where a fee would normally be expected to be paid

4. The DEFINITION of "Company" is deleted in its entirety and replaced with the following:

"Company" means

the municipality named as the insured in the Declarations page or any subsidiary.

5. The DEFINITION of "Employee" is deleted in its entirety and replaced with the following:

"Em ployee" m eans

any employee of the company, any seasonal or temporary employee, any volunteer working for the company, any individual working for the company as an independent contractor and any individual leased to the company by a labour leasing firm.

6. The DEFINITION of "Senior executive officer" is deleted in its entirety and replaced with the following:

"Senior executive officer" m eans

board members, chief administrative officers, chief risk officers, officers, senior officer directors, clerks, deputy clerks, treasurers, deputy treasurers, members of council, in-house legal counsel and risk managers of the company.



7. The DEFINITION of "You/your" is deleted in its entirety and replaced with the following:

#### "You/your" means

- a. the company;
- any past, present or future employees solely acting in the normal course of the company's business operations;
- any past, present or future senior executive officers solely acting in the normal course of the company's business operations;
- d. any past, present or future council committee or subcommittee passed by resolution of council but solely in respect of duties performed by or on behalf of the company;
- e. any past, present or future public library board, police board, airport board or any other board as passed under municipal by-law but solely in respect of duties performed by or on behalf of the company;
- f. any past, present or future officers, committees and members of the company's canteen, social, sports, medical, firefighting, security services and welfare organizations for legal liabilities incurred in their respective capacity as such;
- g. the estates, heirs, legal representatives or assigns of any employee or senior executive officer in the event of their death, incapacity, insolvency or bankruptcy but only with respect to any act, error or om ission committed or alleged to have been committed by the employee or senior executive officer while acting in their capacity as employee or senior executive officer;
- h. the parent, spouse, domestic partner, civil partner or child of any employee or senior executive officer but only in respect of any claim made against them by reason of:
  - i. their status as parent, spouse, domestic partner, civil partner or child of the employee or senior executive officer; or
  - ii. their ownership or interest in property which the claimant seeks as recovery for an alleged act, error or omission committed by the employee or senior executive officer while acting in their capacity as employee or senior executive officer.
- 8. The "Business interruption liability" EXCLUSION is deleted in its entirety and replaced with the following:

#### Business interruption liability

for that part of any claim that constitutes actual or alleged liability to a third party, or legal costs in the defense of any claim, including customer and client compensation.

9. The "Cancellation" CONDITION is deleted in its entirety and replaced with the following:

#### Cancellation

This Policy may be cancelled by you at any time on request and by us with 90 days written notice.

If you give us notice of cancellation, the return premium will be in proportion to the number of days that the Policy is in effect, subject to a minimum retained amount of 30% of the premium, However, if you have made a claim under this Policy there will be no return premium.

If we give you notice of cancellation, the return premium will be in proportion to the number of days that the Policy is in effect.

Any return premium due to you will be returned as soon as practicable.

We also reserve the right of cancellation in the event that any amount due to us by you remains unpaid more than 60 days beyond the inception date. If we exercise this right of cancellation it will take effect from 15 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

10. The "Term in ation" STATUTORY CONDITION is deleted in its entirety.



SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY