

AUTHORIZING AGREEMENTS FOR INSURANCE COVERAGE EFFECTIVE DECEMBER 1, 2023, THROUGH DECEMBER 1, 2024, IN THE AMOUNT OF \$780,978.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve agreements for the City's insurance coverage for December 1, 2023 through December 1, 2024 pursuant to the provisions of this Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

SECTION 1: The City's corporate authorities authorize, approve, direct, and ratify the City Manager to negotiate and execute agreements, in forms acceptable to him, with the Illinois Counties Risk Management Trust ("ICRMT"), Gallagher/Safety National, Cannon Cochrane Management Services, Inc. (CCMSI), Crum-Halsted Agency/One Digital Company and CFC/Lloyd's for the City's insurance coverages and services for December 1, 2023 – December 1, 2024, as follows:

Illinois Counties Risk Management Trust (ICRMT), Gallagher/Safety National, CCMSI, Crum-Halsted Agency/One Digital Company and CFC/Lloyd's.

December 1, 2023 – December 1, 2024

Coverage Parts	Premium
ICRMT Annual Package Premium	\$552,703
General Liability	Included
Law Enforcement Liability	Included
Auto Liability and Physical Damage	Included
Public Officials Liability – Claims Made	Included
Property	Included
Inland Marine	Included
Equipment Breakdown	Included
Crime	Included
Excess Liability	Included
Workers' Compensation	
Gallagher/Safety National	\$150,019
CCMSI (12/1/23-12/31/24)(13 months)	\$29,167
Crum Halsted Agency/One Digital Company	\$12,000
Cyber Liability	\$37,089
Total Annual Premium	\$780,978

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities to the extent that the terms of this resolution should be inconsistent with

any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of November 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None.





COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

ILLINOIS COUNTIES RISK MANAGEMENT TRUST

INSURANCE PROGRAM RENEWAL



DeKalb, City of

PRESENTED BY:

Crum Halsted Agency, Inc.

POLICY YEAR:

DEC 01, 2023 - DEC 01, 2024

Quote Number:

R6-1001165-2324-01

ADMINISTERED BY:





ABOUT ICRMT

Providing insurance and risk management services to Illinois Public Entities since 1983.

Illinois Counties Risk Management Trust (ICRMT) is one of the leading insurance programs in Illinois, providing property, and workers' compensation coverages for Illinois public entities since 1983. Owned by its members and administered by IPMG, ICRMT provides an integrated approach to risk management, claims administration, and underwriting tailored to fit the needs of your entity. ICRMT provides broad coverage and the most comprehensive service package specifically designed to protect the entity's exposures and budgetary constraints.



Size: 470+ Members



Retention Rate: 97%



Total Premium: \$116+ Million



PROGRAM MANAGEMENT

PROVIDED BY INSURANCE PROGRAM MANAGERS GROUP

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TIM OLSON
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RISK MANAGEMENT & LOSS CONTROL SERVICES

ICRMT Risk Management Services consultants deliver a catalog of resources with material expertise in public entity risk management. The staff has field-based experts in clinical medicine, physical therapy, and advanced degree safety experts. ICRMT's risk consultants have a background working in local law enforcement, fire, and emergency medical services.

The RMS consultants work with each entity to facilitate risk mitigation efforts through policy, training and engineering controls. These controls are delivered onsite and through online training options. ICRMT RMS consultants provide policy and training solutions for all lines of coverage with focus on industry and client loss trends and emerging risks.

SERVICES INCLUDED:

- Use of Force Training
- Jail Policies and Procedures Audits
- Policy and Procedure Implementation
- Auto/Driving Exposure Evaluation
- Employment Practices Strategies, Education, and Training
- Safety Committee Development
- Hiring and Management Strategies
- Law Enforcement Seminars
- Fire Fighter/EMS Training
- Regulatory Compliances
- Essential Functions Testing Policy
- Background Check Policy
- Supervisors/Leadership Development
- Loss Analysis and Trending
- Slip and Fall Prevention Program
- Supervisory/Personnel Safety Training
- Accident Investigation Training
- Hazard Communication Training
- Blood Born Pathogens Training



RISK MANAGEMENT & LOSS CONTROL CONSULTANTS

BRIAN DEVLIN

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BRANDON BEYER

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CLAIMS MANAGEMENT SERVICES

IPMG Claims Management Services offers a full-service claims team specializing in the public entity sector. IPMG CMS services claims for property, casualty and workers compensation claims.

IPMG CMS has a staff of 39 including 21 seasoned claims professionals with an average claims experience of over ten years. IPMG CMS's leadership team boasts well over 20 years of experience. IPMG CMS's staff specializes in program business, including unique self-insured retention structures.

SERVICES INCLUDED:

- Dedicated service adjuster approach, which promotes service continuity and trust
- On-line claim reporting and investigation tool through In-Sight with loss experience access
- On-line claim review and claim report generation
- 24-hour contact on every new claim submission
- Clients are updated on all critical events and participate in all major claims decisions
- Quarterly claim file reviews
- Data analytics to quickly identify potential high cost claims
- Tailor made service plans
- Nurse Case Management

CONTACT:

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ICRMT FEATURES AND BENEFITS

Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management
- PEDAC Coverage Available
- Unemployment Insurance Program

Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

Visit our page for more information:

www.ICRMT.com

This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.



COVERAGE SUMMARY: GENERAL LIABILITY

GENERAL LIABILITY

LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000
Advertising and Personal Injury	\$1,000,000
Self-Insured Retention: \$100,000 each occurrence	

Sexual Abuse Liability – Claims Made

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Retroactive Date:	01/01/2022
Innocent Party Defense Coverage Included	

Self-Insured Retention: \$100,000

COVERAGES INCLUDE

- Non-Monetary Legal Defense
 - Each Occurrence \$50,000
 - Annual Aggregate \$50,000
- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides - \$50,000 Coverage Limits
- Premises Liability



COVERAGE SUMMARY: VIOLENT EVENT RESPONSE COVERAGE

COVERAGE

LIMITS

- Violent Event Response Coverage	\$500,000/\$500,000
- Crisis Investigation	Included
- Personal Crisis Management Event Response Team	Included
- Crisis Communication Support, Media Management, Public Relations	Included
- Temporary Security Measures	Included
- The following Sublimited Coverages:	
o Medical Expenses	\$25,000 Per Person
o Counseling Service Expenses	\$10,000 Per Person
o Funeral Service Expenses	\$15,000 Per Person
o Per Event Crisis Team Services	\$100,000
o Memorialization Expenses	\$250,000

Self-Insured Retention: \$100,000 each occurrence

This is addition to the standard liability coverages offered under this policy.



COVERAGE SUMMARY: LAW ENFORCEMENT LIABILITY

COVERAGE

LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000

Self-Insured Retention: \$250,000 each occurrence

COVERAGES INCLUDE

ICRMT has partnered with Legal Liability Risk Management Institute, giving all members access to updated law enforcement policies and procedures and the necessary training. For more info please contact your designated ICRMT Risk Manager.

- Non-Monetary Legal Defense
 - Each Occurrence \$50,000
 - Annual Aggregate \$50,000
- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos



COVERAGE SUMMARY: **AUTO LIABILITY & PHYSICAL DAMAGE**

AUTO LIABILITY

LIMITS

Each Occurrence

\$1,000,000

Self-Insured Retention: \$100,000 each occurrence

UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence

NOT COVERED

AUTO PHYSICAL DAMAGE

Total Scheduled Value

\$11,481,302

Total Agreed Value

\$0

Number of Vehicles

154

Comprehensive Per Loss Self-Insured Retention: \$10,000

Collision Per Loss Self-Insured Retention: \$10,000

**Or as indicated on the Schedule*

COVERAGES INCLUDE

- | | |
|---|-------------|
| • Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | Included |
| • Newly Acquired Automobiles Physical Damage (Non-Auditable) | \$500,000 |
| • Hired/Non-Owned Liability | Included |
| • Hired Auto Physical Damage | Included |
| • Garagekeepers Legal Liability - per Occurrence | \$1,000,000 |
| • Pollution Caused by Upset/Overturn | Included |
| • Commandeered Autos | Included |
| • Loss of Use and Lease Gap Coverage | Included |
| • Rental Reimbursement | Included |



COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

LIMITS

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Retroactive Date: 05/01/2012

Self-Insured Retention: \$100,000 each occurrence

EMPLOYMENT PRACTICES LIABILITY - CLAIMS MADE

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: 05/01/2012

Self-Insured Retention: \$100,000 each occurrence

EMPLOYEE BENEFITS LIABILITY

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: 05/01/2012

Self-Insured Retention: \$100,000 each occurrence

COVERAGES INCLUDE

- Non-Monetary Legal Defense
 - Each Occurrence \$50,000
 - Annual Aggregate \$50,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act



COVERAGE SUMMARY: EXCESS LIABILITY

Coverage	Underlying Limits	Excess Limit
General Liability	\$1,000,000/\$3,000,000	\$9,000,000
Law Enforcement Liability	\$1,000,000/\$3,000,000	\$9,000,000
Auto Liability	\$1,000,000	\$9,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000	\$9,000,000

COVERAGES EXCLUDED

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability
- Claims arising out of the actual or alleged transmission of a communicable disease or virus
- PFA's (Polyfluoroalkyl Substances)



COVERAGE SUMMARY: PROPERTY

LIMITS OF INSURANCE: In no event shall liability in any one occurrence for any one Building, and one Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust, nor shall liability exceed any specific Limit of Insurance applying to any Insured, Loss, coverage or location(s).

COVERED PROPERTY

	LIMITS
Total Loss Limit per Occurrence	\$113,083,224
Building Value	\$109,363,096
Business Personal Property Including Stationary EDP	\$3,720,128
Solar Panels	\$0
Personal Property of Others	\$100,000
Newly Constructed or Acquired Property	\$1,000,000
Footbridges	\$100,000
Covered Property in Transit	\$1,000,000
Course of Construction	\$1,000,000
Deductible: \$50,000	

***Or as indicated on the Schedule**

ADDITIONAL PROPERTY COVERAGES

Earth Movement, Volcanic Eruption, Landslide and Subsidence	\$10,000,000
Program Aggregate	\$250,000,000
Deductible: \$50,000 or 5% of the damaged location; whichever is greater	
Flood	\$10,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$250,000,000
Deductible: \$50,000 per occurrence	

COVERED COSTS & EXPENSES

Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal (Aggregate in any one Policy Year)	\$100,000
Fire Department Service Charge	\$5,000
Fire Protection Equipment Discharge	\$5,000
Ordinance or Law Coverage	\$10,000,000
Preservation of Property	\$100,000
Protection of Property	\$100,000
Roofs 20 years old are valued at ACV	
Business Income/Extra Expense	\$1,000,000



Business Income/Extra Expense Increased Limits

\$0



COVERAGE SUMMARY: **PROPERTY (cont.)**

SUPPLEMENT COVERAGE			LIMITS
Communication Towers			\$100,000
Trees, Shrubs, and Plants; subject to a Maximum Per Item of:			
Per Item			\$25,000
Per Occurrence			\$100,000
Golf Course Greens, Tees and Fairways			
Per Item			\$25,000
Per Occurrence			\$100,000
Contractors Equipment - Non-Owned			
Per Item			\$100,000
Per Occurrence			\$250,000
Interruption of Computer Operations			
Per occurrence			\$50,000
Annual Aggregate			\$100,000
Personal Effects Owned By Employees			\$100,000
Retaining Walls and Other Outdoor Walls			\$10,000
Underground Sprinkler Systems			\$100,000
Unnamed Locations - Unintentional Errors and Omissions			\$1,000,000
Utility Services - Direct Damage			\$1,000,000
Utility Services - Time Element			\$1,000,000
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage			
Direct Damage			\$15,000
Business Income and Extra Expense			\$15,000
Extra Expense Number of Days			30 days
Backup of Sewer, Drains or Sump Pump Failures			\$250,000
Ancillary Buildings			\$10,000
Outdoor Property - including but not limited to:			\$100,000
Fences	Goal Posts	Traffic Lights/Control Boxes	
Light Fixtures/Poles	Playground Equipment	Bleachers	
Road Signs	Scoreboards	Ticket Booths	
Non-Utility Poles	Benches	Dugouts	
Fountains	Statues	Bike Racks	
Monuments	Fire Hydrants		

All Supplemental Property Coverages are subject to a \$5,000 minimum deductible



COVERAGE SUMMARY: MOBILE EQUIPMENT & MISC. ARTICLES

SCHEDULED LIMITS

LIMITS

Mobile Equipment greater than or equal to \$10,000
per item

\$1,110,572

Deductible: \$2,500

***Or as indicated on the Schedule**

COVERED COSTS & EXPENSES

Newly Acquired Property
Per Item

\$250,000

Rental Expense Reimbursement

\$10,000

Pollutant Cleanup and Removal

\$100,000

Fire Department Equipment

\$50,000

Fine Arts

\$1,000,000

Accounts Receivable

\$1,000,000

Valuable Papers and Records

\$1,000,000

Unscheduled Watercraft

\$100,000

Musical Instruments, Band Uniforms, and Athletic Equipment

\$500,000



COVERAGE SUMMARY: EQUIPMENT BREAKDOWN

COVERAGE

LIMIT

Total Building and Contents Value

\$113,083,224

Deductible: \$50,000

BI/EE & Utility Interruption Deductible: 24 Hours

COVERAGE EXTENSION

Combined Business Income

Included

Combined Extra Expense

Included

Spoilage Damage

Included

Utility Interruption - Time Element

\$10,000,000

Electronic Data or Media

\$10,000,000

Expediting Expenses

Included

Ordinance or Law

\$10,000,000

Hazardous Substance, Contamination, Pollutants

\$10,000,000

Newly Acquired Property

\$1,000,000

Debris Removal

25% or \$500,000

Water Damage

\$500,000

Emergency Power Generating Equipment 1,000 kw or less

Included

Non Emergency Power Generating Equipment is Excluded.



COVERAGE SUMMARY: **CRIME**

COVERAGE	LIMIT
Blanket Employee Dishonesty	\$500,000
Loss Inside the Premises - Money & Securities	\$500,000
Loss Outside the Premises	\$500,000
Money Orders and Counterfeit Currency	\$500,000
Depositors Forgery or Alterations	\$500,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000
Social Engineering/False Pretenses	\$50,000

Deductible: \$5,000

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.



COVERAGE SUMMARY: WORKERS' COMPENSATION

COVERAGE

LIMIT

Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

Self-Insured Retention: \$500,000

ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable



COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ANNUAL ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
5506	Street & Road	\$1,576,073	8.70	\$137,118
7403	Airport Operations	\$228,620	5.50	\$12,574
7520	Waterworks Operation	\$909,813	4.92	\$44,763
7710	Firefighter - Paid	\$6,849,091	7.66	\$524,640
7720	Law Enforcement	\$7,783,685	6.72	\$523,064
8810	Clerical	\$2,835,165	0.42	\$11,908
9410	Municipal NOC	\$606,170	2.19	\$13,275
	TOTALS	\$20,788,617		\$1,267,342

Gross Annual Premium		\$1,267,342
Increased Limit Multiplier	1.02	\$1,292,689
Minimum Premium	\$1,000	\$1,292,689
Experience Modifier	0.68	\$879,028
Schedule Modifier	0.18	\$153,830
Expense Modifier		\$153,830
Subtotal		\$153,830
Premium Discount	11.10%	\$136,755
Total Annual Premium		\$136,754



PREMIUM SUMMARY

Presented By:

Illinois Counties Risk Management Trust

Named Insured: DeKalb, City of

Quote Number: R6-1001165-2324-01

Policy Year: DEC 01, 2023 - DEC 01, 2024

Coverage Parts

General Liability

Premium

Included

Law Enforcement Liability

Included

Auto

Included

Public Officials Liability - Claims Made

Included

Property

Included

Inland Marine

Included

Equipment Breakdown

Included

Sales Tax Interruption

Not Covered

Crime

Included

Cyber Liability

Not Covered

Excess Liability

Included

Package Premium

\$552,703

Workers' Compensation

\$136,754

Total Annual Premium

\$689,458



REQUIREMENTS TO BIND

The following must be received prior to binding:

- Signed Acceptance Statement
- Requested Payment Plan (if annual policy)
- Insured's Contact Information (space below)

PRIMARY CONTACT

Name

Title

Phone

Email

Role: (check the role that applies) ☐ Accounting/Invoices ☐ Claims ☐ Loss Control

ADDITIONAL CONTACTS

Name

Title

Phone

Email

Role: (enter one person per role) ☐ Accounting/Invoices ☐ Claims ☐ Loss Control



ACCEPTANCE STATEMENT

Named Insured: DeKalb, City of
Quote Number: R6-1001165-2324-01
Policy Year: DEC 01, 2023 - DEC 01, 2024

Total Annual Premium	\$689,458
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Terms and Conditions

- The Named Insured can only cancel the Policy at program anniversary and only if 90-day prior written notice of cancellation is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review
- Per the Membership Agreement, the member must be with the Trust for 12 months prior to withdrawing and can only withdraw at anniversary date of effective date.

REQUESTED PAYMENT PLAN:

☐ Annual ☐ 50/50 ☐ 25/6

FEIN: _____

Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2023.

Signature of Official

Date



INVOICE

PRESENTED BY: ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Named Insured: DeKalb, City of
Quote Number: R6-1001165-2324-01
Policy Year: DEC 01, 2023 - DEC 01, 2024

Total Annual Premium	\$689,458
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Premium Due by Effective Date of Coverage.

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$344,729
25/6	\$172,364

Please Make Checks Payable to:

Illinois Counties Risk Management Trust
PO Box 8291
Carol Stream, IL 60197-8291

Named Insured:	DeKalb, City of
Quote Number:	R6-1001165-2324-01
Package Premium Remitted:	



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
1	2004	GREY TRAILBLAZER - I	TRAILBLAZER R	1GNDT13S142339833	\$10,000	\$10,000		\$19,035
2	2007	FORD F-250 PICKUP	F-250	1FTNF21537EA41522	\$10,000	\$10,000		\$33,204
4	2006	FORD F-550 - 4 X 4 T	F-550 - 4 X 4 TRUCK	1FDAF57P76EC33061	\$10,000	\$10,000		\$57,705
6	2000	CHEVY BLAZER	BLAZER	1GNDT13W2Y2105855	\$10,000	\$10,000		\$15,246
8	2001	CHEVY 4X4 2/4 TON PI	2500HD	1GCHK24U91E167788	\$10,000	\$10,000		\$29,010
10	1991	FORD F700 REFUELING	F700	1FDNF70J0MVA18590	\$10,000	\$10,000		\$1,604
11	1985	FORD DEICER	C8000	1FDRD84N0FVA48976	\$10,000	\$10,000		\$4,950
13	1997	INTERNATIONAL TANDUM	4900	1HTSHAAR6VH429482	\$10,000	\$10,000		\$66,343
17	2007	FORD ESCAPE - HYBRID	ESCAPE	1FMCU59H87KA75157	\$10,000	\$10,000		\$29,559
19	2009	FORD AEV AMBULANCE	AEV	1FDXE45P08DB34844	\$10,000	\$10,000		\$112,650
21	2012	AEV FIRE AMBULANCE	GM4500	1GB6G5CL4C1178960	\$10,000	\$10,000		\$124,800
22	2017	FORD WHEELED COACH A	WHEELED COACH	1FDXE4FS0HDC18276	\$10,000	\$10,000		\$128,002
23	2017	FORD WHEELED COACH A	WHEELED COACH	1FDXE4FS1HDC18268	\$10,000	\$10,000		\$128,002
24	2019	FORD	E-450	1FDXE4FS4KDC33256	\$10,000	\$10,000		\$148,656
25	2005	INTERNATIONAL NAVIST	NAVISTAR AD170	1HTMNAAM85H168698	\$10,000	\$10,000		\$149,640



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
28	2004	DODGE DURANGO - CAR	DURANGO	1D4HB48N64F170437	\$10,000	\$10,000		\$21,880
29	2007	CHEVROLET TAHOE - BA	TAHOE	1GNFK03067R413456	\$10,000	\$10,000		\$32,872
30	2014	FORD EXPLORER	EXPLORER	1FM5K8AR0EGA70670	\$10,000	\$10,000		\$29,822
31	2014	FORD EXPLORER	EXPLORER	1FM5K8ARXEGB02282	\$10,000	\$10,000		\$29,322
32	2016	FORD EXPEDITION	EXPEDITION	1FMJU1GT2GEF56690	\$10,000	\$10,000		\$31,985
35	2001	PIERCE SABER - ENGIN	SABRE	4P1CT02481A001551	\$10,000	\$10,000		\$252,000
36	2006	ALEXIS FIRE ENGINE -	FIRE ENGINE	44KFT42816WZ20795	\$10,000	\$10,000		\$357,820
37	2007	HME ENGINE #3	1871P2	44KFT42816WZ20859	\$10,000	\$10,000		\$366,499
38	2013	ALEXIS FIRE ENGINE -	HME1972	44KFT4280DWZ22471	\$10,000	\$10,000		\$249,107
39	2004	ALEXIS RESCUE TRUCK	4566 460 ALEXIS	44KFT42894WZ20315	\$10,000	\$10,000		\$300,000
40	2002	DODGE RAM CC SQUAD 1	RAM CC	3B7KF23Z32M225624	\$10,000	\$10,000		\$28,618
41	2004	STERLING ACTERRA - R	ACTERRA	2FWBCGCS54AM27061	\$10,000	\$10,000		\$15,745
42	1998	CHEVY ONE TON TRUCK	3500	1GBJK34R9WF027684	\$10,000	\$10,000		\$22,834
43	2008	PIERCE QUANTUM LADDE	QUANTUM	4P1CU01E48A008899	\$10,000	\$10,000		\$420,000
44	1990	GRUMMAN AERIAL TRUCK	PANTHER	1G9ACHDT8LR088056	\$10,000	\$10,000		\$473,000
45	1998	CHEVY TAHOE	TAHOE	1GNEK13R3WJ366786	\$10,000	\$10,000		\$23,585



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
47	1997	CHEVY 4X4 3/4 TON PI	CHEYENNE	1GCGK24R5VZ16 3355	\$10,000	\$10,000		\$20,545
48	2006	FORD 3/4 TON 4X4	F250 XL SUPER DUTY	1FTNF21516EA9 8414	\$10,000	\$10,000		\$29,442
49	2012	SINGLE AXLE DUMP	7400	1HTWDAAR7CJ6 66565	\$10,000	\$10,000		\$114,557
50	2006	FORD 3/4 TON 4X4	F250 XL SUPER DUTY	1FTNF21586EB14 415	\$10,000	\$10,000		\$24,203
51	2013	SIGN TRUCK	F550	1FDUF5GY5DEB1 5075	\$10,000	\$10,000		\$59,696
52	2006	FORD 3/4 TON 4X4	F250 XL SUPER DUTY	1FTNF21536EA9 8415	\$10,000	\$10,000		\$29,442
53	2001	CHEVY 4X4 3/4 TON PI	1500HD	1GCHK24U41E17 0386	\$10,000	\$10,000		\$29,010
56	2004	INTERNATION AL SINGLE	7400	1HTWDAARX4J0 84493	\$10,000	\$10,000		\$44,588
57	2007	INTERNATION AL SINGLE	7400 SFA 4 X 2	1HTWDAAR47J4 50579	\$10,000	\$10,000		\$88,221
58	2006	INTERNATION AL SINGLE	7400 SFA 4 X 2	1HTWDAAR56J2 38885	\$10,000	\$10,000		\$83,782
59	2001	STERLING TANDEM DUMP	L7500	2FZHATBS11AH4 3360	\$10,000	\$10,000		\$64,859
60	2007	FORD F550 4X4	F-550	1FDAF57P87EA4 2783	\$10,000	\$10,000		\$60,431
62	2001	STERLING SINGLE AXLE	L7500	2FZAATBS11AH4 3361	\$10,000	\$10,000		\$71,628
63	2001	STERLING SINGLE AXLE	L7500	2FZAATBS31AH4 3362	\$10,000	\$10,000		\$71,628
65	2004	INTERNATION AL SINGLE	7400	1HTWDAAR84J0 84492	\$10,000	\$10,000		\$44,588
66	2008	INTERNATION AL 7400 6	7400	1HTWHAZT58J64 1451	\$10,000	\$10,000		\$127,780



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
67	2008	INTERNATIONAL SINGLE	7400	1HTWDAAR08J641448	\$10,000	\$10,000		\$95,091
68	2006	INTERNATIONAL SINGLE	7400 SFA 4 X 2	1HTWDAAR76J238886	\$10,000	\$10,000		\$83,782
69	2005	INTERNATIONAL SINGLE	7400	1HTWDAAR15J131248	\$10,000	\$10,000		\$83,782
70	2014	INTERNATIONAL SINGLE	7400	1HTWDAAR5EH017731	\$10,000	\$10,000		\$118,563
71	2005	INTERNATIONAL SINGLE	7400	1HTWDAARX5J131247	\$10,000	\$10,000		\$83,782
72	2001	CHEVY 2500 HD 4X4 ME	SILVERADO	1GBHK24UX1E239313	\$10,000	\$10,000		\$43,024
73	2007	FORD F-550 2WD AERIA	F-550	1FDAF56Y77EA42784	\$10,000	\$10,000		\$27,997
74	1997	INTERNATIONAL AL 60' AE	4700	1HTSCAAN3VH479364	\$10,000	\$10,000		\$112,146
76	2016	JOHNSTON REGENERATIV	RT655	3BPPHM7XXHF590884	\$10,000	\$10,000		\$216,000
77	2005	ELGIN PELICAN SWEEPE	PELICAN	P4703D	\$10,000	\$10,000		\$132,386
78	2007	INTERNATIONAL TANDEM	7400 6X4	1HTWHAZT57J450580	\$10,000	\$10,000		\$57,896
81	2011	CHEVY TAHOE	TAHOE	1GNSK2E04BR383986	\$10,000	\$10,000		\$24,020
82	2008	FORD F150 XLT	F150 XLT	1FTRF12258KE16734	\$10,000	\$10,000		\$23,000
83	2010	CHEVY IMPALA - GOLD	IMPALA	2G1WD5EM5A1214200	\$10,000	\$10,000		\$21,500
86	2013	CHEVY TAHOE - BLACK	TAHOE	1GNSK2E01DR3072078	\$10,000	\$10,000		\$30,408
87	2009	NISSAN SENTRA	SENTRA	3N1AB61E49L672528	\$10,000	\$10,000		\$21,000



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
88	2015	CHEVY IMPALA	IMPALA	2G1WD5E35F117 1797	\$10,000	\$10,000		\$22,059
89	2013	CHEVY IMPALA (was PD	IMPALA	2G1WD5E30D12 48296	\$10,000	\$10,000		\$21,080
90	2015	CHEVY IMPALA	IMPALA	2G1WD5E36F116 2333	\$10,000	\$10,000		\$22,060
91	2013	CHEVY IMPALA	IMPALA	2G1WD5E37D12 47551	\$10,000	\$10,000		\$21,000
92	2012	CHEVY IMPALA - BLACK	IMPALA	2G1WD5E34C13 19241	\$10,000	\$10,000		\$19,600
94	2012	CHEVY IMPALA	IMPALA	2G1WD5E35C12 28401	\$10,000	\$10,000		\$21,000
95	2003	CHEVY VAN - WHITE	G2500 VAN	1GCFH25TX3116 6168	\$10,000	\$10,000		\$27,000
96	2008	CHEVY IMPALA - GREY	IMPALA	2G1WS55358137 5623	\$10,000	\$10,000		\$19,100
97	2014	FORD EXPLORER INTERC	EXPLORER	1FM5K8AR3EGA 80612	\$10,000	\$10,000		\$24,000
98	2013	CHEVY IMPALA	IMPALA	2G1WD5E39D12 60415	\$10,000	\$10,000		\$23,000
101	2014	CHEVY TAHOE	TAHOE	1GNSK2E01ER16 3466	\$10,000	\$10,000		\$32,100
102	2017	FORD EXPLORER INTERC	EXPLORER	1FM5K8AR9HGD 13557	\$10,000	\$10,000		\$29,400
104	2013	FORD INTERCEPTOR	INTERCEPTOR	1FAHP2L84DG14 4777	\$10,000	\$10,000		\$23,700
105	2018	FORD EXPLORER INTERC	INTERCEPTOR	1FM5K8AR5JGC4 2847	\$10,000	\$10,000		\$29,700



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
106	2017	FORD INTERCEPTOR	INTERCEPTOR	1FM5K8AR0HGD 13558	\$10,000	\$10,000		\$29,414
107	2021	FORD	EXPLORER	1FM5K8AB2MGA 18295	\$10,000	\$10,000		\$36,095
108	2021	FORD	EXPLORER	1FM5K8AB4MGA 18296	\$10,000	\$10,000		\$36,095
109	2021	FORD	EXPLORER	1FM5K8AB6MGA 18297	\$10,000	\$10,000		\$36,095
111	2017	Ford	Police Interceptor	1FM5K8ARXHGA 63004	\$10,000	\$10,000		\$36,095
113	2021	Ford	Explorer	1FM5K8AB7MGC 01482	\$10,000	\$10,000		\$36,095
114	2021	Ford	Explorer	1FM5K8AB9MGC 01483	\$10,000	\$10,000		\$36,095
115	2021	Ford	Explorer	42931	\$10,000	\$10,000		\$36,095
117	2022	Ford	F550 W/Duralift DTAX39-FP	1FDU5GN8NDA0 7160	\$10,000	\$10,000		\$106,768
118	2022	Ford	F250	1FTBF2B63NED7 8571	\$10,000	\$10,000		\$39,812
119	2022	Ford	F250	1FTBF2B69NED7 8574	\$10,000	\$10,000		\$39,812
120	2021	Rosenbauer	Pumper	54F2FBCT6MWM 13104	\$10,000	\$10,000		\$614,846
121	2022	Ford	F350	1FT8W3B68NEE5 0798	\$10,000	\$10,000		\$59,480
122	2021	Chevy	2500	3059	\$10,000	\$10,000		\$31,000
123	2021	Chevy	2500	3162	\$10,000	\$10,000		\$31,000
124	2000	Chevy	2500	8368	\$10,000	\$10,000		\$29,010
125	2006	Ford	F350	6671	\$10,000	\$10,000		\$41,515
126	2005	IH	7400	1249	\$10,000	\$10,000		\$88,951
127	2020	Chevy	5500	0634	\$10,000	\$10,000		\$80,493
128	2020	IH	Truck	7544	\$10,000	\$10,000		\$148,059



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
129	2022	Ford	F550	7160	\$10,000	\$10,000		\$106,768
130	2003	GMC	Truck	2169	\$10,000	\$10,000		\$135,878
131	2014	Ford	Explorer	5266	\$10,000	\$10,000		\$26,520
132	2003	IH	Truck	6603	\$10,000	\$10,000		\$101,064
133	2015	Ford	F250	8925	\$10,000	\$10,000		\$27,695
134	2014	Ford	F250	3951	\$10,000	\$10,000		\$31,127
135	2015	Ford	F250	8924	\$10,000	\$10,000		\$29,789
136	2017	Ford	F250	4179	\$10,000	\$10,000		\$28,560
137	1998	GMC	Sierra	8747	\$10,000	\$10,000		\$35,475
138	2003	Dodge		6872	\$10,000	\$10,000		\$24,500
139	1999	Chevy	Tahoe	8250	\$10,000	\$10,000		\$28,646
140	2006	Ford	F350	4796	\$10,000	\$10,000		\$23,930
141	1999	Chevy	3500	7685	\$10,000	\$10,000		\$42,109
142	2020	IH	HV507	7396	\$10,000	\$10,000		\$150,000
143	2004	Sterling	Vactor	6694	\$10,000	\$10,000		\$100,000
144	2021	Ford	F250	1423	\$10,000	\$10,000		\$54,000
145	2021	Chevy	3500	6882	\$10,000	\$10,000		\$50,769
146	2021	Chevy	3500	9245	\$10,000	\$10,000		\$43,717
147	1999	Ford	4TCCGW	SLPDEO	\$10,000	\$10,000		\$17,000
148	2021	Isuzu	NPR-HD	T2011	\$10,000	\$10,000		\$59,000
149	2003	Chevy	Trailblazer	4395	\$10,000	\$10,000		\$23,918
150	2021	Chevy	Malibu	3365	\$10,000	\$10,000		\$15,888
151	2002	Chevy	Blazer	9833	\$10,000	\$10,000		\$23,600
152	2021	Chevy	Equinox	10740	\$10,000	\$10,000		\$23,965
153	2008	Ford	Crownvic	6599	\$10,000	\$10,000		\$22,016
154	2018	Ford	Interceptor	2846	\$10,000	\$10,000		\$29,704
155	2021	Ford	Explorer	8295	\$10,000	\$10,000		\$35,500
156	2021	Ford	Explorer	7645	\$10,000	\$10,000		\$35,585



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
157	2017	Ford	Interceptor	7736	\$10,000	\$10,000		\$28,284
158	2013	Chevy	Impala	0258	\$10,000	\$10,000		\$21,750
159	2020	Chevy	Tahoe	4855	\$10,000	\$10,000		\$38,025
160	2000		MRAP	5315	\$10,000	\$10,000		\$500,000
161	2016	Cargo	Pace	2379	\$10,000	\$10,000		\$4,000
162	2009	Harley	Motorcycle	8717	\$10,000	\$10,000		\$9,800
163	2009	Harley	Motorcycle	0849	\$10,000	\$10,000		\$9,800
164	2007	Honda		2532	\$10,000	\$10,000		\$6,000
165	2017	Ford	Interceptor	7195	\$10,000	\$10,000		\$28,284
166	2020	Dodge	Durango	2881	\$10,000	\$10,000		\$36,152
167	2012	Ford	Explorer	1FM5K8AR1HGD 92366	\$10,000	\$10,000		\$12,000
168	2023	International	HV607	1HTEJTA3PH4056 42	\$10,000	\$10,000		\$154,531
169	2023	Ford	Transit	1FTBR1C88PKA1 6662	\$10,000	\$10,000		\$53,490
170	2023	Ford	Interceptor	1FM5K8AB8PGA 84175	\$10,000	\$10,000		\$49,790
171	2007	Chevrolet	Tahoe	1GNFK13067J111 301	\$10,000	\$10,000		\$37,665
172	2022	Rosenbauer	Fire Truck	54F2FBCT4NWM 13247	\$10,000	\$10,000		\$644,372
173	2021	Ford	Explorer	1FM5K8AB7NGA 42531	\$10,000	\$10,000		\$36,095
173	2023	International	MV607	1HTEUMMLXPS6 68721	\$10,000	\$10,000		\$204,050
174	2024	International	HV607	3HAEJTAR2RL252 507	\$10,000	\$10,000		\$184,301
176	2018	Ford	Explorer	1FM5K8AR7JGC7 5106	\$10,000	\$10,000		\$12,000
177	2008	Volkswagon	Passat	WVWUDU93C98E 083443	\$10,000	\$10,000		\$0



AUTO SCHEDULE

DeKalb, City of

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
178	2023	Stepp	Trailer	4SPH20Y8PS127088	\$10,000	\$10,000		\$31,638
179	2023	Ford	Explorer	1FM5K8AB9PGB56405	\$10,000	\$10,000		\$40,350
180	2023	Ford	Explorer	1FM5K8AB1PGB55877	\$10,000	\$10,000		\$40,350
181	2023	Ford	Explorer	1FM5K8AB7PGB56483	\$10,000	\$10,000		\$40,350
182	2023	Ford	Explorer	1FM5K8AB7PGB56208	\$10,000	\$10,000		\$40,350
183	2023	Ford	Explorer	1FM5K8AB6PGB56006	\$10,000	\$10,000		\$40,350
184	2023	Ford	Explorer	1FM5K8AB6PGB55874	\$10,000	\$10,000		\$40,350
185	2023	Ford	Explorer	1FM5K8AB1PGB56222	\$10,000	\$10,000		\$40,556
TOTAL AGREED VALUE							\$0	
TOTAL ORIGINAL COST NEW							\$11,481,302	
TOTAL INSURED VALUE							\$11,481,302	



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
01.01	Control Building	1106 W Fairview Dr DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$865,700	\$27,189	\$50,000 Wind: \$50,000
01.02	Well House #12	1106 W Fairview Dr DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$666,600	\$27,189	\$50,000 Wind: \$50,000
02.01	East Water Tower	1119 OAK ST DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$2,678,500	\$0	\$50,000 Wind: \$50,000
02.02	Control House	1119 OAK ST DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$171,600	\$8,000	\$50,000 Wind: \$50,000
02.03	PIO - Fencing (NO COVERAGE REQUESTED)	1119 Oak St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
03.01	Fire Station #2	1154 S 7TH ST DeKalb, IL 60115	Fire Station	Replacement Cost / Margin Clause	\$1,036,200	\$50,000	\$50,000 Wind: \$50,000
03.02	PIO - Fencing, Flag Pole & Signage (NO COVERAGE REQUESTED)	1154 S 7TH ST DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
03.03	Fire Station #2 - Storage Shed (NO COVERAGE REQUESTED)	1154 S 7TH ST DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
04.01	Water Treatment Plant	1154 S 7th St DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$2,950,200	\$59,000	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
05.01	Street Division - Garage	1216/1316 MARKET ST DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$6,497,700	\$500,000	\$50,000 Wind: \$50,000
05.02	Public Works Department & Water Division	1216/1316 MARKET ST DeKalb, IL 60115	Office	Replacement Cost / Margin Clause	\$4,197,600	\$336,000	\$50,000 Wind: \$50,000
05.03	Water Storage Building	1216/1316 MARKET ST DeKalb, IL 60115	Water & Sewer Treatment	Functional Bldg Value	\$330,000	\$150,000	\$50,000 Wind: \$50,000
05.04	Street Division - Road Salt Storage (NO COVERAGE REQUESTED)	1216/1316 MARKET ST DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
05.05	Street Division - Storage Shed	1216/1316 MARKET ST DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$42,900	\$10,000	\$50,000 Wind: \$50,000
05.06	Street Division - Fuel Depot	1216/1316 MARKET ST DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$302,500	\$0	\$50,000 Wind: \$50,000
05.07	Open Storage (NO COVERAGE REQUESTED)	1216/1316 Market St DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
05.08	PIO - Antenna, Bollards, Fencing, Flag Pole, & Fuel Tanks (NO COVERAGE REQUESTED)	1216/1316 Market St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
05.09	Salt Storage Facility	1316 Market St DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$495,000	\$0	\$50,000 Wind: \$50,000
06.01	Water Treatment Plant	1505 W Lincoln Hwy DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$5,553,900	\$0	\$50,000 Wind: \$50,000
06.02	West Water Tower	1505 W Lincoln Hwy DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$3,291,200	\$0	\$50,000 Wind: \$50,000
06.03	Well #10	1505 W Lincoln Hwy DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$608,300	\$0	\$50,000 Wind: \$50,000
07.01	Cold Storage/PD Impound	1510 E STATE ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$770,000	\$75,000	\$50,000 Wind: \$50,000
07.02	Cold Storage #2	1510 E State St DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$187,000	\$0	\$50,000 Wind: \$50,000
07.03	PIO - Bollards & Fencing (NO COVERAGE REQUESTED)	1510 E State St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
08.01	Water Treatment Plant	1685 COUNTY FARM RD DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$3,011,800	\$15,000	\$50,000 Wind: \$50,000
08.02	Well #11	1685 COUNTY FARM RD DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$719,400	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
10.01	Well House #15	21156 NELSON RD DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$455,400	\$2,000	\$50,000 Wind: \$50,000
11.01	City Annex - sold	223 S 4TH ST DeKalb, IL 60115	Other Public Building	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
11.02	Office Building - sold	217 S 4th St DeKalb, IL 60115	Office	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
12.01	Well House #17	2650 N Annie Glidden Rd DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$286,000	\$0	\$50,000 Wind: \$50,000
12.02	Well House #16	2650 N Annie Glidden Rd DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$287,100	\$0	\$50,000 Wind: \$50,000
12.03	Control Building	2650 N Annie Glidden Rd DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$264,000	\$500	\$50,000 Wind: \$50,000
13.01	FBO BUILDING	3232 PLEASANT ST DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$3,938,000	\$50,000	\$50,000 Wind: \$50,000
13.02	Generator Room	3140 Pleasant St DeKalb, IL 60115	Electrical	Replacement Cost / Margin Clause	\$335,500	\$19,000	\$50,000 Wind: \$50,000
13.03	HANGER UNIT E2-1 - E2-10	3030 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$716,738	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
13.04	HANGER UNIT E1-1 - E1-10	3040 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$716,738	\$0	\$50,000 Wind: \$50,000
13.05	HANGER UNIT E3-A & B	2920 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$627,316	\$0	\$50,000 Wind: \$50,000
13.06	HANGER UNIT E4-1 - E4-8	2910 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$668,125	\$0	\$50,000 Wind: \$50,000
13.07	HANGER UNIT E5-1 - E5-10	2860 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$722,740	\$0	\$50,000 Wind: \$50,000
13.08	HANGER UNIT E6-1 - E6-10	2850 PLEASANT ST DeKalb, IL 60115	Garage	Functional Bldg Value	\$722,740	\$0	\$50,000 Wind: \$50,000
13.09	PIO - Fencing, Fuel Tanks, Lighting	3232 Pleasant St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$229,900	\$0	\$50,000 Wind: \$50,000
14.01	Water Treatment Plant	2853 CORPORATE DR DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$2,311,100	\$15,000	\$50,000 Wind: \$50,000
14.02	South Water Tower	2851 CORPORATE DR DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$5,975,200	\$0	\$50,000 Wind: \$50,000
14.03	Well #13	2853 Corporate Dr DeKalb, IL 60115	Water & Sewer Treatmen t	Replacement Cost / Margin Clause	\$720,500	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
23.01	YSB/Senior Center - sold	330 GROVE ST DeKalb, IL 60115	Other Public Building	Functional Bldg Value	\$0	\$0	\$50,000 Wind: \$50,000
23.02	PIO - Railing (NO COVERAGE REQUESTED)	330 Grove St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
25.01	Barb City Manor - Garage	680 HAISH BLVD DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$22,000	\$0	\$50,000 Wind: \$50,000
25.02	Barb City Manor	680 HAISH BLVD DeKalb, IL 60115	Other Public Building	Functional Bldg Value	\$14,616,800	\$0	\$50,000 Wind: \$50,000
25.03	Pavilion (NO COVERAGE REQUESTED)	680 Haish Blvd DeKalb, IL 60115	Parks Buildings	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
25.04	Carport (NO COVERAGE REQUESTED)	680 Haish Blvd DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
25.05	PIO - Flag Pole, Lighting, Benches & Tables (NO COVERAGE REQUESTED)	680 Haish Blvd DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
26.01	Fire Station 1 - Storage Shed	700 PINE ST DeKalb, IL 60115	Storage	Functional Bldg Value	\$23,100	\$5,250	\$50,000 Wind: \$50,000
26.02	Fire Station #1	700 PINE ST DeKalb, IL 60115	Fire Station	Functional Bldg Value	\$3,300,000	\$250,000	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
26.03	PIO - Fencing, Flag Pole & Tables (NO COVERAGE REQUESTED)	700 Pine St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
27.01	Police Station	700 W LINCOLN HWY DeKalb, IL 60115	Police / Jails	Replacement Cost / Margin Clause	\$18,931,000	\$1,531,000	\$50,000 Wind: \$50,000
27.02	PIO - Bike Rack, Bollards, Flag Pole, Lighting, Signage & Trash Bins (NO COVERAGE REQUESTED)	700 W Lincoln Hwy DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
29.01	North Water Tower	900 W DRESSER RD DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$5,975,200	\$0	\$50,000 Wind: \$50,000
29.02	Water Treatment Plant	900 W DRESSER RD DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$3,467,200	\$15,000	\$50,000 Wind: \$50,000
29.03	Well #14	900 W Dresser Rd DeKalb, IL 60115	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$691,900	\$0	\$50,000 Wind: \$50,000
30.01	Fire Station #3	900 W DRESSER RD DeKalb, IL 60115	Fire Station	Replacement Cost / Margin Clause	\$2,131,800	\$300,000	\$50,000 Wind: \$50,000
30.02	Storage Building (NO COVERAGE REQUESTED)	900 W Dresser Rd DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
30.03	PIO - Bollards, Flag Pole, Lighting, Benches & Signage (NO COVERAGE REQUESTED)	900 W Dresser Rd DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
31.01	West End Maintenance Hangar	2100 Pleasant Street DeKalb, IL 60115	Garage	Functional Bldg Value	\$330,000	\$25,000	\$50,000 Wind: \$50,000
31.02	PIO - Fencing (NO COVERAGE REQUESTED)	2100 Pleasant St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
32.01	Airport Hanger	2200 Pleasant Street DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$1,118,700	\$0	\$50,000 Wind: \$50,000
34.01	Airport Storage Barn #1	3331 Pleasant Street DeKalb, IL 60115	Storage	Functional Bldg Value	\$275,000	\$0	\$50,000 Wind: \$50,000
34.02	Airport Storage Barn #2 (NO COVERAGE REQUESTED)	3331 Pleasant Street DeKalb, IL 60115	Garage	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
34.03	PIO - Fencing (NO COVERAGE REQUESTED)	3331 Pleasant St DeKalb, IL 60115	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
35.01	NEW CITY HALL	164 E LINCOLN HWY DeKalb, IL 60115	Office	Replacement Cost / Margin Clause	\$4,677,200	\$200,000	\$50,000 Wind: \$50,000
36.01	Vacant Land	1011 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000



PROPERTY SCHEDULE

DeKalb, City of

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
37.01	Vacant Land	1015 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
38.01	Vacant Land	1017 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
39.01	Vacant Land	1019 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
40.01	Vacant Land	1021 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
41.01	Vacant Land	1023 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
42.01	Vacant Land	1025 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
43.01	Vacant Land	1027 W Hillcrest Dr DeKalb, IL 60115	Vacant Land	Replacement Cost / Margin Clause	\$0	\$0	\$50,000 Wind: \$50,000
44.01	Salt Shed	1316 Market DeKalb, IL 60115	Storage	Replacement Cost / Margin Clause	\$450,000	\$50,000	\$50,000 Wind: \$50,000



TOTAL BUILDING VALUE	\$109,363,096
TOTAL BPP VALUE	\$3,720,128
TOTAL PROPERTY IN THE OPEN VALUE	
TOTAL INSURED VALUE	\$113,083,224



Mobile Equipment greater than or equal to \$10,000 per item

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
287	2005	G 25E-3	DAEWOO FORKLIFT	GA-00613	\$2,500	\$13,000
300	1994	Forklift	Caterpillar	1AM-006A	\$2,500	\$17,300
305	2020	FM1015	FRONTIER	1XFFM10XPL00 00701	\$2,500	\$19,500
307	2012	B3000	KUBOTA	50603	\$2,500	\$19,950
308		ELECTRIC AIRCRAFT TUG	T6	T6-30 FN	\$2,500	\$20,000
309		ELECTRIC AIRCRAFT TUG	CLARKTOR E	CTA6 30-E-406 2102	\$2,500	\$20,000
311	2005	Bobcat Loader S185	Bobcat	525013207	\$2,500	\$20,445
315		RHINO SD FLEX WING ROTARY CUTTER	FN240	10096	\$2,500	\$27,700
316	1987	2750	JD TRACTOR BOOM MOWER	L02755A60994 5	\$2,500	\$28,500
317		Light Tower	Allmand	2406RR007	\$2,500	\$30,000
318	1974	570-A	JD GRADER	2617-T	\$2,500	\$31,750
319	2003	5420	JOHN DEERE TRACTOR - 5420	LV5420P34668 5	\$2,500	\$32,984
320		MORBARK TORNADO CHIPPER	TORNADO	4S85Z16157W0 24672	\$2,500	\$38,485
321		PORTABLE GENERATOR	DGFB-4960821	46026063	\$2,500	\$40,000
322		PORTABLE GENERATOR	DGFB-4960821	46106283	\$2,500	\$40,000
323		ROOT SNOW BLOWER	RB-8.90	26172	\$2,500	\$49,500
324		DURA PATCHER - 50% WITH NIU		12787	\$2,500	\$49,500
325		ROOT SNOW BLOWER W/LOADER	RB9-94	29602	\$2,500	\$51,000
326	2002	410G	JOHN DEERE BACKHOE	T0410GX90486 7	\$2,500	\$55,575
328		P.M. SERIES 32-36 CRANE - PURCHASED USED	32024J63 CRANE	190168	\$2,500	\$62,103



INLAND MARINE SCHEDULE

DeKalb, City of

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
329	1989	H2318	OSHKOSH AIRPORT BROOM	10T3E2B5XK10 37031	\$2,500	\$75,000
331		ROTARY ADVANTAGE LIFT - 75,000 LB.	75-30FCPT2-3-1	PDR03B0001	\$2,500	\$100,000
332	2003	STX-325	CASE INTERNATIONAL TRACTOR	JEE 0103510	\$2,500	\$120,000
333	2004	644J	JOHN DEERE WHEEL LOADER	DW644JX59481 6	\$2,500	\$148,280
TOTAL INSURED VALUE					\$1,110,572	



Safety National Casualty Corporation**1832 Schuetz Road****St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.	ATTN:	Melissa Henze
PHONE:	(630) 773-3800	FAX:	(630) 285-3922
FROM:	Paul Freier	DATE:	11/20/2023

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: CITY OF DEKALB
Account: 6000283
Specific Excess Only

Contract Terms	Option 17364374812	
Liability Period	12/01/2023 - 12/01/2024	
Payroll Reporting Period	12/01/2023 - 12/01/2024	
Payroll	\$ 19,661,701	
Manual Premium	\$ 617,910	
Experience Modification Factor	1.000	
Standard Premium	\$ 617,910	
Self-Insured Retention	All Other	\$ 600,000
	EMT/Police/Fire	\$ 750,000
Specific Limit	Statutory	
Employers Liability Limit	Per Occ & Agg	\$ 1,000,000 / \$ 1,000,000
Premium Rate	Rate \$100 Payroll	\$ 0.763
Deposit Premium	\$ 150,019	
Minimum Premium	\$ 150,019	
Commission	Net	0.00 %
Pay Plan	ANNUAL PAYMENT	
Audit Type	Voluntary	

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation

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St. Louis, MO 63146

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TO:	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.	ATTN:	Melissa Henze
PHONE:	(630) 773-3800	FAX:	(630) 285-3922
FROM:	Paul Freier	DATE:	11/20/2023

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

Option 17364374812

ILLINOIS MANDATORY ENDORSEMENT(S), IF APPLICABLE

0288 00 0908 (XWC) EMPLOYERS' LIABILITY PER OCCURRENCE & AGGREGATE MAXIMUM LIMITS OF LIABILITY

0467 02 1105 (XWC) EMPLOYERS' LIABILITY MAXIMUM LIMIT AND AGGREGATE MAXIMUM LIMIT OF INDEMNITY

0557 00 1092 (XWC) SELF-INSURED RETENTION PER OCCURRENCE - POLICE OFFICERS & DRIVERS

1198 00 0707 (XWC) SELF-INSURED RETENTION ENDORSEMENT - EMTs, PARAMEDICS AND FIREFIGHTERS -
ILLINOIS

6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM

REAUTHORIZATION ACT ENDORSEMENT

Contingencies:

The quote is subject to the following:

Option 17364374812

1. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, Safety Training Source, and Office Ergonomics Solution. Medical Management Program: These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.



Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, and audit.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

Paul Freier Director - Underwriting	(213) 261-3510	paul.freier@safetynational.com
Ariel Jenkins MAP Client Services	(314) 692-1385	ariel.jenkins@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Tammy Rainwater Premium Audit	(314) 810-5576	tammy.rainwater@safetynational.com

CRISIS PROTECTION WORKERS' COMPENSATION



Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more)
resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more)
resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:

- Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
 - » Crisis Management
 - » Crisis Response
 - » Public Relations
 - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

LEARN MORE

For more information about Safety National Crisis Protection, please visit safetynational.com/crisis-protection-WC. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.



**TOKIO MARINE
GROUP**

SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A++ (Superior)
Financial Size Category XV

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength*

- Statutory surplus: \$3.3 billion (11.8% increase over 12/20)
- GAAP Stockholders' equity: \$5 billion (8.4% increase over 12/20) and \$13.7 billion in assets
- A.M. Best Rating A++ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately \$235 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

*as of 12/21

Solutions

Workers' Compensation:

- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

Public Entity Liability:

- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto

Commercial General Liability

Construction Risk

Cyber Risk

Reinsurance

Loss Portfolio Transfers

Captives

Self-Insurance Bonds

Services

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

12/2021



(888) 995-5300 • info@safetynational.com • safetynational.com
A member of the Tokio Marine Group

**SERVICE AGREEMENT BETWEEN
CITY OF DEKALB AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1st day of December, 2023, by and between City of DeKalb (the "Client"), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.
- B. FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:
1. Claim Administration.
 - (a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all workers compensation claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - (c) Claim Reserves. CCMSI will establish reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay, at market rates, all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;

- 3) Fraud detection expenses, such as surveillance, which include the services provided by FIRE, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
- 9) MMSEA/SCHIP compliance charges; CCMSI, in conjunction with its reporting agent/MSP vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of the client. CCMSI will provide monthly Medicare eligibility query checks and quarterly mandatory insured reporting compliant with applicable CMS guidelines
- 10) Electronic Data Interchanges, EDI, charges if required by State law;
- 11) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
- 12) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
- 13) Police, weather and fire report charges that are related to claims being administered under Client's program;
- 14) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 15) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
- 16) Charges associated with Medicare Set-Aside Allocations and other related MSP Services;
- 17) Legal bill review expenses, which include, the services provided by CLEAR, CCMSI's proprietary legal bill review program. This shall include charges related to legal bill review / audit, which shall include reviewing and auditing invoices submitted by Client-approved law firms for compliance with the Client's Defense Counsel Billing Guidelines.

18) Other expenses normally recognized as ALAE by industry standards.

- (e) Subrogation. CCMSI will monitor claims for subrogation.
 - (f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
- 2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.
 - 3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.
 - 4. Legal Bill Review / Audit Services. In conjunction with its claims administration services, CCMSI will provide Client with Legal Bill Review / Audit Services (CLEAR). The Schedule of Legal Bill Review / Audit Services, including applicable fees, is attached hereto as Exhibit E.
 - 5. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

C. CLIENT RESPONSIBILITIES. Client agrees to:

- 1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
- 2. Reasonably cooperate in the disposition of all claims.
- 3. Provide adequate funds to pay all claims and expenses in a timely manner.
- 4. Respond to reasonable information requests in a timely manner.
- 5. Identify in writing all insurance carriers applicable to CCMSI's claim handling responsibilities contemplated in this Service Agreement that CCMSI will have claim or data reporting requirements. In this regard, Client agrees to provide CCMSI with a complete copy of the current excess or other insurance policies, including applicable endorsements and audits, applicable to Clients insurance program and this Service Agreement. CCMSI assumes no responsibility of any kind for not reporting an otherwise reportable claim to any carrier that

Client has failed to disclose to CCMSI and/or provide CCMSI with a copy of the applicable insurance policy and reporting instructions relative to that carrier.

6. When applicable, obtain and provide to CCMSI an active Registered Reporting Entity (RRE) number through the Centers of Medicare & Medicaid Services that CCMSI is explicitly authorized to use for mandatory MMSEA Section 111 reporting. When applicable, client agrees to maintain this RRE # by fulfilling CMS's annual recertification process.
 7. Pay any fees or costs charged by any carrier or prior TPA of Client for the conversion of data associated with CCMSI handling run off claims for Client, or for the general transfer of data to CCMSI's operating systems.
 8. Promptly pay CCMSI's fees.
- D. **OPERATING EXPENSES.** The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:
1. All costs associated with Client meeting its State security and licensing requirements;
 2. Certified Public Accountants
 3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
 4. Outside consultants, actuarial services or studies and State audits;
 5. Independent payroll audits;
 6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
 7. All applicable regulatory fees and taxes;
 8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
 9. National Council on Compensation Insurance, NCCI, charges;
 10. Excess and other insurance premiums;
 11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Client;
 12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.

(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's Program.
2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.

F. NON-SOLICITATION OF EMPLOYEES. During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for 13 months beginning on December 1, 2023 and terminating on December 31, 2024. Unless the Agreement is terminated as set forth in paragraph H. 2., it will automatically renew for successive one (1) year terms. At least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;

- (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
 - (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.
3. **Services Following Termination of Agreement.** Should this Agreement be terminated or non-renewed for any reason, CCMSI will cease providing services, turn over to the Client all Client files in CCMSI's possession, which shall include all open and closed files.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
 - (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and
 - (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The electronic transfer of data will be subject to a flat fee of \$2,500.
- I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit F.
- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation or arbitration as the sole remedy available to both parties. Any such mediation or arbitration will take place in the City of Chicago and will be conducted in accordance with the then-current rules of the American Arbitration Association.
- K. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to

create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

L. INDEMNIFICATION.

1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by CCMSI as a result of breach of this Agreement by the Client, explicit instruction by the Client, or alleged misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement. Agents as used herein include third party vendors selected by Client.
2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or alleged misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

M. CHANGE IN CIRCUMSTANCES. In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner. This includes the happening or development of a local, regional, national or global health situation, crisis, pandemic, or catastrophic event that would impact the volume and type of claims to be administered by CCMSI under this Agreement. In the event of any such occurrence, either party may contact the other in good faith and seek to amend the terms and / or service fees applicable to this Agreement.

N. SOFTWARE ACCESS. The Client may be provided with the right to use one or more CCMSI Applications in connection with the services provided by CCMSI in this Agreement. CCMSI Applications include iCE, MyReports, Loss Control ASAP, Loss Control Resources and iCEBAR. The right to use CCMSI Applications is non-exclusive, limited to the term of this Agreement per paragraph H.1., non-transferable and is solely for the internal business use of Client.

CCMSI owns and reserves all rights, title, and interest in and to the CCMSI Applications. Client has no right to receive a copy of the object code or source code to the CCMSI Applications. Client may not attempt to:

1. License, sell, lease or otherwise make the CCMSI Applications available to any other party. Client will not provide any access, passwords or other information regarding the CCMSI

Applications to any third parties and/or competitors of CCMSI without the prior written consent of CCMSI;

2. Use the CCMSI Applications in any way that violates any law, regulation or mandate, or the term of this Agreement; or
3. Take any action that jeopardizes confidential or proprietary information held by CCMSI.

Client is responsible for any confidential or proprietary information accessed or downloaded by Client from the CCMSI Applications, including the implementation of appropriate information security controls surrounding such information.

Except as expressly provided in this Agreement, CCMSI Applications are provided "as-is". CCMSI disclaims all other warranties, express, implied, or statutory, including the implied warranties or merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement, compatibility, security, quiet enjoyment, or accuracy. Without limiting the foregoing, CCMSI does not warrant that access to or use of the CCMSI Applications will be uninterrupted or error-free. CCMSI will provide support for the CCMSI Applications in the two most recent two versions of the Internet Explorer, Chrome, Firefox and Safari browsers.

O. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

Client: City of DeKalb
164 E. Lincoln Highway
DeKalb, IL 60115

CCMSI: Cannon Cochran Management Services, Inc.
2 E. Main St.
Danville, IL 61832
Attn: Chief Operating Officer

8. File Destruction Policy. CCMSI will maintain electronic claim file records or hard copy files (where applicable) on all closed files on behalf of Client for a period of fifteen (15) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.
9. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:
- Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000
Cyber Coverage - \$5,000,000
10. Escheatment. CCMSI is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports on CCMSI escrow accounts.
11. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Client and CCMSI, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential Information includes information whether in written, electronic, or oral form created and relating to services provided under the Agreement. All Confidential Information is proprietary. Client and CCMSI may use the other party's Confidential Information only for the purpose of this Agreement and will limit its disclosure to only those persons reasonably necessary to perform under the Agreement. CCMSI will share non-personal bulk claim data with the IDS National Database unless the Client directs otherwise.
12. Information Security. CCMSI is responsible for the protection of the confidentiality, availability, privacy and integrity of Client information in our custody. CCMSI has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all CCMSI personnel, including temporary employees, independent contractors and vendors with access to CCMSI systems.
13. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior

agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this 28th day of November 2023

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: 
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

CITY OF DEKALB

By: 

Its: City Manager

EXHIBIT A

SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

None to be Provided.

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

CCMSI will provide five (5) days of Loss Control Services to the City of DeKalb.

Additional services are available at the rate of \$125 per hour subject to ½ day minimum of \$500.

CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.

EXHIBIT D

SCHEDULE OF comp mc TM SERVICES AND FEES

Provider Bill Re-pricing

<i>Service</i>	<i>Fee</i>
Usual and Customary re-pricing	\$10.00 per bill
Fee Schedule state re-pricing	\$10.00 per bill
Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill

PPO Re-pricing / Out of Network Negotiations

PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings

Pharmacy Network Services

Pharmacy Network services are priced at 33% of savings.

EXHIBIT E

SCHEDULE OF CLEAR SERVICES AND FEES

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	PAID TO BOTTOMLINE TECHNOLOGIES, INC. 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	PAID TO CCMSI 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

EXHIBIT F

FEE AND PAYMENT SCHEDULE

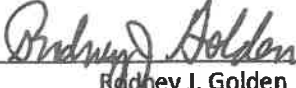
Service Agreement Term: December 1, 2023 – December 31, 2024 (13 Months)	
<i>Services:</i>	<i>Fees:</i>
Claims Administration (minimum)	\$15,167
<p>CCMSI will manage all workers' compensation claims for the Life of Agreement for an annual fee as follows:</p> <p>Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim basis as outlined below.</p> <p><u>Workers' compensation:</u></p> <p>Indemnity claims @ \$1,050 /per claim Medical only claims @ \$195 /per claim Complex/Enhanced medical only claim surcharge @ \$350 /per claim Incident/record only @ \$40 /per incident</p> <p>Any additional charges over the \$15,167 minimum claim fee will be billed quarterly thereafter.</p> <p>There will be a 3% fee increase to claim fees only per year (this does not include the Complex/Enhanced medical only surcharge fee).</p> <p><u>Workers' Compensation Claim Definitions</u></p> <ul style="list-style-type: none"> ▪ Indemnity Claims – Claims involving lost-time, questionable compensability, legal involvement/client attorney representation, subrogation, second injury fund, probable permanent impairment, jurisdictional issues, coverage issues and complex medical issues that are assigned or transferred to indemnity adjusters for claims handling. ▪ Medical Only Claims – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of potential subrogation or second injury recovery, no evidence of problematic medical issues and no requirement or need for any formal statements (3-point or 2-point verbal contact is not required). ▪ Complex/Enhanced Medical Only – Medical only claims that have 6 or more paid medical transactions and total paid dollars greater than \$2,500. ▪ Report Only/Incident Only Claims – Reported claims which require only input into RMIS system and requires no claims management activity. 	

Annual Administration Fee	\$5,417
<ul style="list-style-type: none"> • Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Semi-annual claim reviews at client's request • Issuance of 1099's • Assistance in filing of all required state forms including state mandated assessments <ul style="list-style-type: none"> ◦ If Client has directed CCMSI to utilize a third party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third party vendor • Workers' compensation claim packets/state forms • Preparation for, compliance with and response to regulatory audits • Account Management and Administration 	
Account Set-up (One time only fee)	\$2,500
<u>Initial set-up meeting to review and establish the following:</u> <ul style="list-style-type: none"> • Computer Set-up • Banking and Funding • Reports • Special Claim Handling Guidelines • All Other Miscellaneous Start-up Issues 	
Annual Internet Claim Access Fees	\$1,083
<u>Internet claims system access which includes:</u> <ul style="list-style-type: none"> • 2 User ID's (each additional user is \$200 per user per year) • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet • Ability to generate First Notice of Loss 	
Loss Control Services	\$5,000
<p>CCMSI will provide five (5) days of loss control services to the City of DeKalb.</p> <p>Additional services are available at the rate of \$125 per hour subject to ½ day minimum of \$500.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.</p> <p>CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.</p> </div>	

Managed Care Service Fees		See Detail
Provider Bill Re-pricing		
Service	Fee	
Usual and Customary re-pricing	\$10.00 per bill	
Fee Schedule state re-pricing	\$10.00 per bill	
Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill	
PPO Re-pricing / Out of Network Negotiations		
PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings		
Pharmacy Network Services		
Pharmacy Network services are priced at 33% of savings.		
Subrogation Fee		20% of Recovery
20% of recovery with a cap of \$50,000 per claim.		
Data Conversion Fee (one-time fee)		See Detail
Data Conversion Fee: \$7,000 This includes the transfer of claim data from the prior TPA(s) claim system to CCMSI (if applicable).		
Carrier Fees		As Outlined
If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.		
Special System Reports		\$125 an hour
CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.		
Taxes		See Detail
CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.		
GRAND TOTAL		\$29,167
Fee & Payment Schedule		
The quarterly installments of \$7,291.75 will be due on the first day of December 2023, March, June and September of 2024.		
Fees for data conversion (if applicable) will be billed in a lump sum 90 days after conversion.		
Subsequent year service fees shall be subject to an annual 3% increase as previously indicated in Exhibit F.		

Executed this 28th day of November, 2023

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: 
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

CITY OF DEKALB

By: 

Its: City Manager

AGENCY FEE AGREEMENT

It is understood that Crum-Halsted Agency/One Digital Company has a fee agreement with the City of DeKalb of \$12,000.00 for the 2023 Worker's Compensation Policy that has been placed with Aurther J Gallagher company. It is also understood that Crum Halsted Agency/One Digital Company receives no commission on insurance being placed with Aurther J Gallagher Company.

City Manager
City of DeKalb



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read "AR H...", is written over a horizontal line.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



DECLARATIONS

POLICY NUMBER:	ESM0039809709
UNIQUE MARKET REFERENCES:	B087523C9N5047
THE INSURED:	City of DeKalb
ADDRESS:	164 East Lincoln Highway DeKalb, IL 60115 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 01 Dec 2023
THE EXPIRY DATE:	00:01 Local Standard Time on 01 Dec 2024
TOTAL PAYABLE:	USD35,500.00 + Broker Fee: \$350.00; IL SL Tax: \$1,225.00; IL SL Fee: \$14.00
Broken down as follows:	
Premium:	USD35,000.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
CHOICE OF LAW:	Illinois
SERVICE OF SUIT:	Mendes & Mount LLP 750 7th Avenue New York, NY 10019
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfc.com
WORDING:	Cyber, Private Enterprise (US) v3.1
ENDORSEMENTS:	Complaints Notice (USA)



Subjectivity Condition Clause
Socius Special Amendatory Clause
Policyholder Disclosure Notice Of Terrorism Insurance
Coverage

Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.



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: 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: USD25,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

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

Deductible: USD25,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

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

Deductible: USD25,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

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

Deductible: USD25,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

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

Deductible: USD25,000 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

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION D: EXTORTION

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

Deductible: USD25,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 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: USD25,000 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: USD25,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD25,000 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: USD25,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

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

Deductible: USD25,000 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: USD25,000 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:	USD2,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	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:	USD25,000	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:	USD25,000	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:	USD25,000	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:	USD25,000	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:	USD25,000	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:	USD25,000	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: USD100,000 in the aggregate

Deductible: USD0 each and every claim



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



SUBJECTIVITY CONDITION CLAUSE

ATTACHING TO POLICY ESM0039809709

NUMBER:

THE INSURED: City of DeKalb

WITH EFFECT FROM: 01 Dec 2023

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

Subjectivities

The cover provided by this Policy is conditional upon **you** providing **us** with some additional information as detailed in the table below together with the dates **by which we** must have received this information.

Additional information:	Due date:
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents.	31 Dec 2023

Upon receiving this additional information **we** reserve the right to change the terms or conditions of this Policy, including amending the premium, or to issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If **we** change the terms or conditions of this Policy, this constitutes a counteroffer which **you** may accept or decline. If **you** decline **our** counteroffer **we** will issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If the additional information is not received by the due dates shown in the table above **we** may, at **your** request, consider extending the due dates or **we** may issue a notice of cancellation in accordance with the "Cancellation" **CONDITION**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SOCIUS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY ESM0039809709

NUMBER:

THE INSURED: City of DeKalb

WITH EFFECT FROM: 01 Dec 2023

It is understood and agreed that the following amendments are made to the Declarations page:

1. **INSURING CLAUSE 7** in the Declarations page is deleted in its entirety and replaced with the following:

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate, sul limit to USD3,000 pe day

Deductible: USD0 each and every claim

2. The following **INSURING CLAUSE** is added:

INSURING CLAUSE: CRIMINAL REWARD COVERAGE

Aggregate limit of liability: USD50,000 in the aggregate

Deductible: USD0 each and every claim

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

1. In respect of **INSURING CLAUSE 2 (SECTION G only)**, the limit of liability will increase to USD250,000 in the event the fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products are as a direct result of a **third party** compromising the **company's** network security.
2. **INSURING CLAUSE 3 (SECTIONS B and C only)** are deleted in their entirety and replaced with the following in the Policy:

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event, system failure or operator error** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your**



normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3 (SECTION B)** only):

- a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply your customers;
- b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;
- c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
- d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event, system failure or operator error** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

3. The following **INSURING CLAUSE** is added:

INSURING CLAUSE: CRIMINAL REWARD COVERAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred with **our** prior written agreement to pay any person or organization, other than:

- a. any external or internal auditor of the **company**; or
- b. any individual or organization who manages or supervises the individuals stated in a. above;

for information not otherwise available which directly results in the arrest and conviction of any person or organization who is committing or has committed any illegal act directly relating to a claim covered under **INSURING CLAUSES 1, 2, 3 or 4** which arises directly out of a **cyber event**.

4. The following is added to the third paragraph of **YOUR DEDUCTIBLE**:

For the avoidance of doubt, upon expiration of the **waiting period**, any **income loss** sustained during the **waiting period** will erode the **deductible**.

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

"Senior executive officer" means

board members, the chief executive officer, chief finance officer, human resources directors, chief technology officer, chief information officer, chief privacy officer and in-house general counsel of the **company** or their functional equivalents.

6. Part a. of the **"Supply chain partner" DEFINITION** is deleted in its entirety and replaced with the following:

a. **third party** that provides you with hosted computing services or any **third party** payment processor; or

7. The **"Media content" DEFINITION** is deleted in its entirety and replaced with the following:

"Media content" means

any content including, but not limited to, content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"Media content" does not include any:

- a. tangible product design;
- b. industrial design;
- c. architectural or building services;
- d. any advertisement created by you for a third party;
- e. product name;
- f. product packaging or labeling; or
- g. software products.

8. The following **DEFINITION** is added:

"Operator error" means

any unintentional human error in entering or amending electronic data within **your computer systems** or in the upgrading, maintenance or configuration of **your computer systems** where the proximate cause is not damage to any of your physical equipment or tangible property.

"Operator error" does not mean any error in the design or architecture of **your computer systems**.

9. The **"Willful or dishonest acts of senior executive officers" EXCLUSION** is deleted in its entirety and replaced with the following:

Willful or dishonest acts of senior executive officers

arising out of any willful , malicious, reckless or dishonest act or omission by a **senior executive officer** as determined by final and non-appealable adjudication, arbitral tribunal or written admission.

However, this **EXCLUSION** will not apply to any **senior executive officer** or **employee** who did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such willful , malicious, reckless or dishonest act or omission.

10. The following **EXCLUSION** is added:



Supply chain partner computer systems operator, design or architecture error

arising directly or indirectly out of any:

- a. unintentional human error in entering or amending electronic data within a **supply chain partner's** computer systems or in the upgrading, maintenance or configuration of a **supply chain partner's** computer systems where the proximate cause is not damage to any of a supply chain partner's physical equipment or tangible property; or
- b. error in the design or architecture of a **supply chain partner's** computer systems.

11. The following paragraph is added to the "Additional insured" **CONDITION**:

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

12. The last paragraph of the "Agreement to pay claims" **CONDITION** is deleted in its entirety and replaced with the following:

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus:

- a. 80% of any **costs and expenses** incurred after the date the settlement was recommended by **us**; and
- b. 80% of that part of any sum **you** become legally obliged to pay in excess of the settlement amount recommended by **us**.

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

Cancellation

This Policy may be canceled with 30 days written notice by **you**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days outstanding on the Policy. However, if **you** have made a claim under this Policy there will be no return **premium**.

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 14 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.

14. The second part b. of the "Mergers and acquisitions" **CONDITION** is deleted in its entirety.
15. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period of:

- a. 12 months, for an additional premium of 100% of the premium;
- b. 24 months, for an additional premium of 140% of the premium; or
- c. 36 months, for an additional premium of 190% of the premium;

which will be effective from the cancellation or non-renewal date.

This optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period provided that the **cyber event, loss or system failure** occurred during the **period of the policy**.

If you would like to purchase the optional extended reporting period you must notify us and pay us the additional premium stated within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and the **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY ESM0039809709

NUMBER:

THE INSURED: City of DeKalb

WITH EFFECT FROM: 01 Dec 2023

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(l) 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



Cyber

Private enterprise

Policy document

United States

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. gain access to **our 24/7 cyber incident response line**;
- b. engage with **our cyber incident manager** who will coordinate the initial response;
- c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
- d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. obtain legal advice to determine the correct course of action;

- ## SECTION C: IT SECURITY AND FORENSIC COSTS

- a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
- b. obtain initial advice to remediate the impact of the **cyber event**;
- c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- d. contain and remove any malware discovered on **your computer systems**; and
- e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

- a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
- b. coordinate media relations in response to the **cyber event**;
- c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
- d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and

- d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1 (SECTIONS A, B, C, D, E and F only)** for the following services in order to mitigate the potential of a future **cyber event**:

- a. complete an information security risk assessment;
- b. conduct an information security gap analysis;
- c. develop an information security document set; and
- d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

- a. any unauthorized electronic transfer of funds from **your bank**;
- b. theft of money or other financial assets from **your bank** by electronic means;
- c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
- d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your funds** to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse

any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

- a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
- b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

- a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;
- b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
- c. reveal **your** confidential information or confidential information entrusted to **you**; or
- d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for loss first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for loss first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorized calls or unauthorized use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** 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 and prospective customers of the fraudulent communications; and
- b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
- c. **your income loss** sustained 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**.

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3 (SECTION B only)**:

- a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;

- b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;
- c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
- d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

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 caused by damage to **your reputation** as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under INSURING CLAUSE 3 (SECTIONS A, B, C, D and E only). We will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.



INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. the transmission of malware to a **third party's** computer system;
- b. **your computer systems** being used to carry out a denial of service attack;
- c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
- d. identity theft, experienced by **your employees, senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
- b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
- c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
- d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
- e. a breach of any part of **your** privacy policy; or
- f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

However, we will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
- b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
- b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;

- c. breach of any intellectual property rights license acquired by **you**; or
- d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with our prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

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

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

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** and one **incident response 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** and one **incident response limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, we may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made we will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response 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** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by us which falls within the amount of the **deductible**, then you will reimburse that amount to us upon our request.

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 **deductible** will apply.

In respect of **INSURING CLAUSE 3 (SECTIONS B and D only)**, a single **waiting period, deductible and indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Approved claims panel providers"** means
the approved claims panel providers stated in the Declarations page.



2. **"Botnetting"** means

the unauthorized use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.

3. **"Business operations"** means

the business operations stated in the Declarations page.

4. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. a disciplinary action or **regulatory investigation**.

made against **you**.

5. **"Client"** means

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

6. **"Company"** means

the company named as the Insured in the Declarations page or any **subsidiary**.

7. **"Computer systems"** means

all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

10. **"Cryptojacking"** means

the unauthorized use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.

11. **"Cyber event"** means

any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

"Cyber event" does not mean **system failure**.

12. **"Cyber incident manager"** means

the company or individual named as the cyber incident manager in the Declarations page.

13. **"Cyber incident response line"** means

the telephone number stated as the cyber incident response line in the Declarations page.

14. **"Cyber war"** means

any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

15. **"Deductible"** means

the amount stated as the deductible in the Declarations page.

16. **"Employee"** means

any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

"Employee" does not mean any **senior executive officer**.

17. **"Expiry date"** means

the expiry date stated in the Declarations page.

18. **"Extra expense"** means

your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **income loss** sustained had these measures not been taken.

19. **"Impacted state"** means

any **state** that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defense and security capabilities;

as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

20. **"Inception date"** means

the inception date stated in the Declarations page.

21. **"Incident response limit"** means

the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Declarations page.

22. **"Income loss"** means

your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

- a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
- b. any cost savings achieved as a direct result of the reduction in income.

23. **"Indemnity period"** means

the period starting from the first occurrence of:

- a. the **computer systems** downtime; or
- b. the downtime of computer systems used directly by a **supply chain partner**;

and lasting for the period stated as the indemnity period in the Declarations page.

24. **"Loss"** means

any direct financial loss sustained by the **company**.

25. **"Media content"** means

any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"Media content" does not include any:

- a. tangible product design;
- b. industrial design;
- c. architectural or building services;
- d. any advertisement created by **you** for a **third party**;
- e. business, company, product or trading name;
- f. product packaging or labeling; or
- g. software products.

26. **"Payment card breach"** means

an actual or suspected unauthorized disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

"Payment card breach" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

27. **"Period of the policy"** means

the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**

28. **"Policy limit"** means

the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Declarations page.

29. **"Premium"** means

the amount stated as the premium in the Declarations page and any subsequent adjustments.

30. **"Privacy breach"** means

an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

"Privacy breach" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

31. **"Regulatory investigation"** means

a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.

32. **"Reputational harm period"** means

the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Declarations page.

33. **"Senior executive officer"** means

board members, C-level executives, in-house lawyers and risk managers of the **company**.

34. **"State"** means

sovereign state.



35. **"Subsidiary"** means

any entity in which the **company** has majority ownership of on or before the **inception date**.

36. **"Supply chain partner"** means

any:

- a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
- b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.

37. **"System failure"** means

any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3 (SECTION D only)**, **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

"System failure" does not mean a **cyber event**.

38. **"Technology services"** means

the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.

39. **"Third party"** means

any person who is not an **employee** or any legal entity that is not the **company**.

40. **"Waiting period"** means

the number of hours stated as the waiting period in the Declarations page.

41. **"War"** means

any physical:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. action taken in controlling, preventing, suppressing or in any way relating to a. above.

42. **"We/our/us"** means

the underwriters stated in the Declarations page.

43. **"You/your"** means

the **company**, employees and senior executive officers solely acting in the normal course of the **company's** business operations.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. **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 compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. **Antitrust**

in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. **Associated companies**

- a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. **Betterment**

which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount we will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will we pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1 (SECTION G only) and 3 (SECTION G only)**.

5. Bodily injury and property damage

arising directly or indirectly out of bodily injury, or tangible property damage.

However, this Exclusion will not apply to **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress.

6. Chargebacks

for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4 (SECTION E only)** for which **you** have purchased coverage.

7. Core internet infrastructure failure

arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. Domain name suspension or revocation

arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. Insolvency

arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. Known claims and circumstances

arising out of any actual or suspected **cyber event, claim** or circumstance which might give rise to a claim under this Policy which a **senior executive officer** was aware of, or ought

reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. Liquidated damages, service credits and penalty clauses

for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. Loss of economic value

for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. Management liability

for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION C only)**.

14. Misleading advertising

arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. Nuclear

arising directly or indirectly from or contributed to by:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. Patent infringement

arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. Payment card industry related fines, penalties and assessments

for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION E only)**.

18. Power and utility failure

arising directly or indirectly from any:

- a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
- b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. Product IP infringement

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. Professional liability

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. Property and hardware costs

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3 (SECTION G only)**.

22. Regular hours staff costs

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. Sanctions

or will be deemed to provide any cover, to the extent that the provision of such payment or cover will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

24. Terrorism

arising directly or indirectly out of:

- a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner's** computer systems.

25. Theft of funds held in escrow

for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

26. Uninsurable fines

for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

27. Unlawful surveillance

in respect of any actual or alleged eavesdropping, wiretapping, or unauthorized audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

28. Unsolicited communications

arising directly or indirectly from any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION A only)**.

29. War and cyber war

arising directly or indirectly out of:

- a. **war**; or
- b. **cyber war**.

However, part b. above will not apply to:

- a. **INSURING CLAUSE 1 (SECTION A only)**; and
- b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

30. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do if an incident takes place

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

- a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
- b. in respect of **INSURING CLAUSE 2 (SECTIONS A, B and C only)**, report the incident to the appropriate law enforcement authorities; and
- c. in respect of **INSURING CLAUSES 4, 5 and 6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

In respect of **INSURING CLAUSES 5 and 6**, should a **senior executive officer** become aware of:

- a. a situation during the **period of the policy** that could give rise to a claim; or
- b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report this circumstance **we** will not be liable for that portion of any claim that is greater than it would have been had **you** reported this circumstance.

If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

- a. the time, place and nature of the circumstance;
- b. the manner in which **you** first became aware of this circumstance;
- c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

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 to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

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. 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.

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 14 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.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- 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** plus the **incident response limit**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and

- c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Declarations page.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Declarations page is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between you and us unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under **CONDITION 18**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 18** is intended only as an aid to enforce this determination.

8. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
- b. any **cyber event, loss or system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
- c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

9. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This

optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss or system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

10. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

11. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

12. Mergers and acquisitions

If you acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If you acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is

automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

13. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

14. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

15. Process for adjustment of business interruption losses

In order to determine the amount of loss following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS B, C, D and E only)**, the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3 (SECTION F only)**.

If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

16. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1 (SECTION E only)** that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

17. Supply chain interruption events

In respect of **INSURING CLAUSE 3 (SECTION D only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

18. Choice of law and service of suit

In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.



It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us**, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.



Protecting businesses against **cyber risk**

CFC's market-leading cyber insurance products are trusted by businesses around the globe to protect them against cyber risk.

20+ years' experience

80,000+ global cyber customers

65+ countries

The cyber insurance provider of choice

Our cyber insurance solutions are designed to help prevent cyber attacks from happening. If one does occur, we drastically reduce the impact and potential financial loss. Each and every customer benefits from:

Proactive cyber attack prevention

Safeguarding your business

We provide vulnerability scanning, threat monitoring and real-time cyber security prevention throughout the lifecycle of your policy to help prevent cyber attacks.

Unrivalled cyber claims and incident response

24/7 follow-the-sun support

We have the largest in-house incident response and dedicated claims teams in the market, with real-world experience and deep technical expertise to get you back online.

Award-winning cyber cover

Purpose-built for SMEs

We offer comprehensive, robust cyber cover, including unlimited reinstatements for first-party coverages, backed by more than 20 years' experience in the market.



Cyber Insurer of the Year

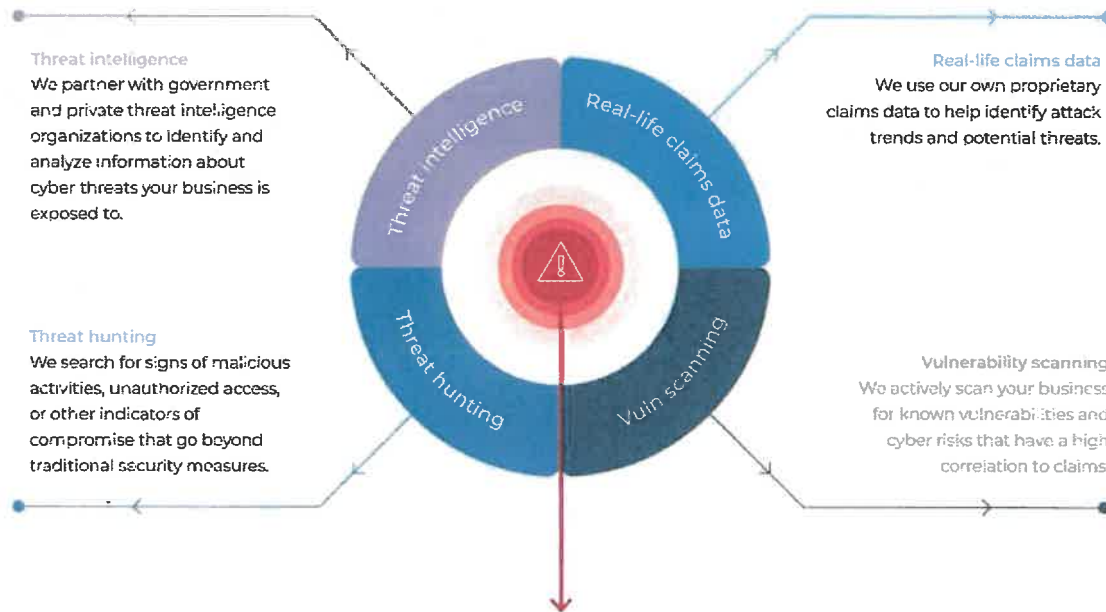
Zywave Cyber Risk Awards



Protecting businesses against cyber risk
cfc.com/cyber

Proactive cyber attack prevention

From the moment you take out a CFC cyber policy, we work around the clock to protect your business against cyber attacks. Using insights from threat intelligence feeds, the dark web, network scanning and our own real-life claims data, we identify potential threats and alert vulnerable customers before the worst happens.



Critical threat alerts via our mobile app for cyber

We notify you of cyber threats targeting your business in real time.

24/7 access to cyber security experts

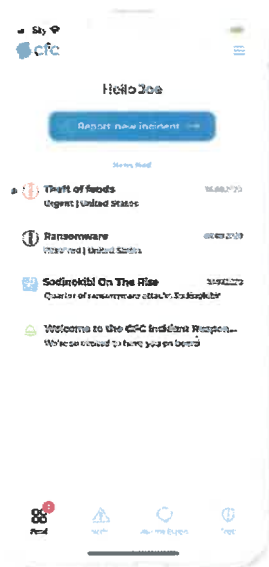
Expert technical support in an immediate and secure channel

Report an incident

The fastest way to notify us of a cyber incident

Cyber security tools

Vital cyber security tools like dark web monitoring, phishing simulations, and deep scanning – for free



Download Response for free



Best Customer App

Insurance Times Tech & Innovation Awards



Protecting businesses against cyber risk
cfc.com/cyber

Unrivaled cyber incident response

CFC has the largest in-house incident response team in the market. We successfully prevent and remediate thousands of cyber events for our customers each year.

Available 24/7, our global team of cyber incident responders work quickly to triage incidents, contain threats and repair networks, minimizing the impact to your business and getting you back online quickly.

★★★★★

Excellence in Risk Management

Insurance Times Awards

★★★★★

Cyber Risk Event Response
Team of the Year

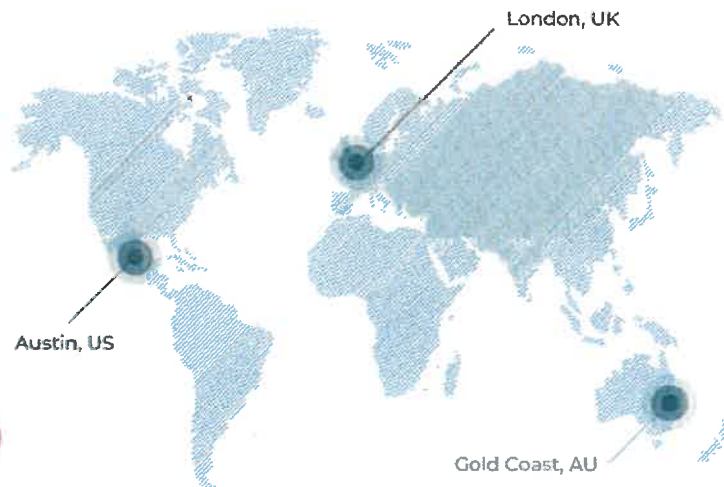
Zywave Cyber Risk Awards

24/7 follow-the-sun approach

<15 min technical response time

2,500+ cyber events handled each year

130+ security experts



Award-winning cyber claims team

Our in-house team has over 20 years' experience handling cyber claims.

We resolve more than 2,000 cyber claims annually, ranging from ransomware attacks to data breaches, business interruption and more.



Expeditious and extremely helpful. We were immediately educated on the dynamics of the type of cybercrime we encountered and then informed in detail about our specific situation. Stress was replaced with a proactive plan. What an amazing team of experts!

Healthcare institution

★★★★★

Cyber Claims Team
of the Year

Zywave Cyber Risk Awards



Protecting businesses against cyber risk
cfc.com/cyber

Market-leading cover highlights

Our comprehensive and robust cyber cover includes first-party costs, third-party liability and access to the largest in-house cyber security team in the market.



5-Star Excellence Award
Insurance Business



Comprehensive cybercrime cover

Covering a range of cyber risks including social engineering scams, invoice fraud and ransomware.



Separate limit for incident response costs

Costs for incident response sit separately to the policy, effectively giving you two policy limits for each claim.



12-month indemnity period

Reimbursing any business interruption for up to 12 months, a generous duration compared to other providers.



Nil deductible on initial response costs

In-house experts available 24/7 to help with initial incident response, at no extra cost to you.



Unlimited reinstatements for first-party cover

Offering a new limit per claim, even if you experience multiple cyber incidents in the same policy period.



Full cover for data recovery and recreation

Covering the cost of recovering your data, plus the additional costs to re-create data and applications.

No warranties or conditions that require you to have certain cyber security measures in place.



I experienced a ransomware attack and filed the claim on the CFC app on my phone. I had an immediate response from the cyber response team – they were soon on top of the issue, minimizing the damage and helping us get back up and running in short order.

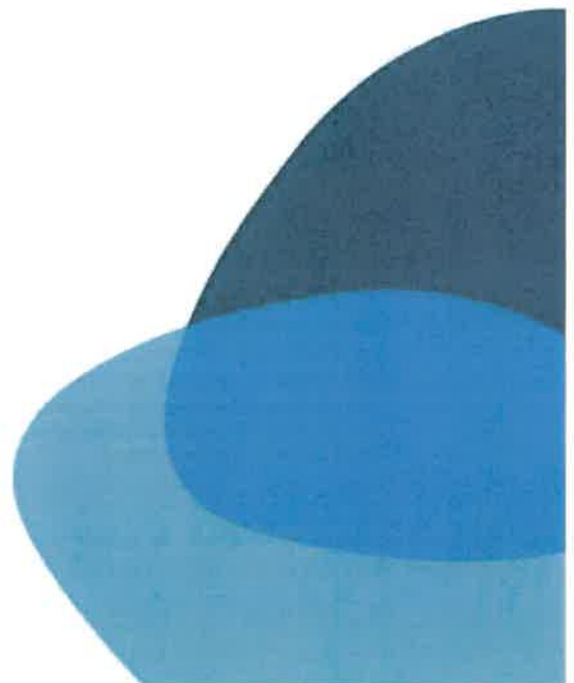
Educational organization

About CFC

CFC is a specialist insurance provider, pioneer in emerging risk and market leader in cyber. Our global insurance platform uses cutting-edge technology and data science to deliver smarter, faster underwriting and protect customers from today's most critical business risks.

Headquartered in London with offices in New York, San Francisco, Austin, Brussels and Brisbane, CFC has over 800 employees and is trusted by more than 130,000 businesses in 90 countries.


Learn more at cfc.com and [LinkedIn](https://linkedin.com/company/cfc)





Are you experiencing a cyber incident?

Our in-house team is ready to help you, 24 hours a day, 365 days a year



Phone

USA (local): 1-844-677-4155	Australia (local): 1800 803 202
UK (local): 0800 975 3034	Rest of World: +44 (0) 208 798 3134
Canada (local): 1-800-607-1355	

OR



CFC app

- ☒ **Download**
Get our free incident response app at time of policy purchase
- ☒ **Register**
Sign up by entering your policy number when prompted
- ☒ **Report**
It takes just a few short clicks through the app

OR



Online

Notify a claim at
www.cfc.com/claims

OR



Email

Send your details to
cyberclaims@cfc.com

How it works

1

Get in touch

Reach out to us right away and provide us with your company name, phone number, policy number, and brief description of the incident.

2

Immediate response

You'll immediately be assigned an experienced cyber claims specialist to guide you through the incident.

3

Proactive management

We'll support you through the entire lifecycle of your claim, getting you back up and running as quickly as possible.



★★★★★
Cyber Risk Event Response Team of the Year
Adviser Cyber Risk Awards

Award-winning **cyber security** and **incident response**

For every cyber policy bound, our global team of cyber security engineers, incident responders and forensic specialists work to successfully prevent and remediate cyber events.

100+

Attacks prevented monthly

24/7

Follow-the-sun support

<15 mins

Response time

2,500+

Events handled each year

With more than two decades protecting our customers against cyber threats, CFC Response is the **largest in-house cyber security and incident response team in the market**. This scale allows us to provide world-class protection for every cyber policy holder.

Proactive protection

From the moment the policy is bound, our cyber threat analysts work around the clock to protect your business against cyber-attack.

Using insights from **threat intelligence feeds, the dark web, network scanning** and our own **real-life claims data**, we identify potential threats and alert vulnerable customers before the worst happens. See our website for more information on our [risk services](#) and [partners](#).

Immediate response

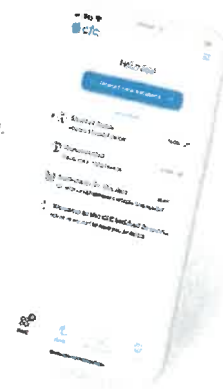
If an incident does occur, our incident responders are **available 24/7**, with an average response time of <15 minutes, to triage incidents, contain threats, and repair networks.

This can make the difference between suffering a catastrophic loss or getting back online quickly. CFC Response works hand-in-hand with our cyber claims team to minimize business downtime and financial loss.

Real-time support

These services are bolstered by our first-to-market mobile app, Response. Offering real-time threat alerts, free 24/7 access to cyber security experts and a variety of cutting-edge risk management tools. It allows our cyber experts to work with the insured and keep businesses safe.

[Learn more here](#) or download below.



Our global reach

Our expert cyber security team spans three continents, offering follow-the-sun support.

About CFC Response

CFC Response is an award-winning cyber security and incident response team with more than two decades protecting our customers against cyber threats. Operated by CFC, we are the largest in-house cyber security and incident response team in the cyber insurance market. Learn more at cfc.com/cyber/response.

SURPLUS LINES TAX FILING NOTICE

POLICY NUMBER: ESM0039809709

THE INSURED: City of DeKalb

INCEPTION DATE: 01 Dec 2023

SURPLUS LINES BROKER

Socius Insurance Services, Inc.
Socius Insurance Services, Inc.
License number 7969616
2205 Point Blvd. Suite 250 Elgin
IL 60123

INFORMATION FOR BROKERS

For Surplus Lines Taxes filing purposes, stated below is the premium allocated to the insuring clauses purchased and the mix of insurers providing the security.

CONTRACT NUMBERS AND CORRESPONDING LIST OF INSURERS

Coverage: Cyber & Privacy, Cyber Crime
Premium: USD35000.00
UMR: B087523C9N5047, of which the insurers are:

Lloyd's syndicates:

One Lime Street, London EC3M 7HA, UK

WSM 1200	0.750000%	USD262.50
AES 1225	0.750000%	USD262.50
IQU 1856	1.000000%	USD350.00
ARG 2121	1.000000%	USD350.00
EVE 2786	1.750000%	USD612.50
QPS 5555	3.500000%	USD1225.00
CNP 4444	3.750000%	USD1312.50
MKL 3000	4.000000%	USD1400.00
AWH 2232	15.500000%	USD5425.00
AXS 1686	1.500000%	USD525.00
CFC 1988	26.500000%	USD9275.00

Other insurers:

AXA XL Insurance Company UK Limited	1.500000%	USD525.00	20 Gracechurch St, London, EC3V 0BG, GB
HDI Global Specialty SE (UK Branch)	3.000000%	USD1050.00	20 Gracechurch Street, London, EC3V 0BG, GB
Zurich Insurance Company	17.000000%	USD5950.00	Mythenquai 2, Zurich, 8002, CH

Ltd

Axis Specialty Europe SE

18.500000%

USD6475.00

Herbert Court, Mount Street Upper,
Dublin, IE