

**BCS INSURANCE COMPANY**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**

# Cyber Liability And Privacy Coverage Application

**94.001-4 CT (07/19)**

**CERTAIN COVERAGES OFFERED ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD (OR EXTENDED REPORTING PERIOD, IF APPLICABLE). CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). PLEASE READ THE POLICY CAREFULLY.**

"You", "Your Organization", and "Applicant" mean all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

## I. GENERAL INFORMATION

Name of Applicant	City of Derby CT
Mailing Address	1 Elizabeth St
City	Derby
State	Connecticut
ZIP Code	06418-1801
Description of Applicant's Operations	Government

## II. REVENUES

Indicate the following as it relates to the Applicant's fiscal year end (FYE):	Prior FYE
Operating expenditures	\$48,000,000

## III. NETWORK SECURITY SYSTEM

- |    |  |     |                                     |    |                                     |
|----|--|-----|-------------------------------------|----|-------------------------------------|
| 1. | Do "You", or an outsourced firm, back up your data and systems at least once a week, and store these backups in an offsite location?   | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 2. | Do "You" have anti-virus software and firewalls in place that are regularly updated (at least quarterly)?  | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| 3. | After inquiry of the "Control Group", as defined, are "You" aware of any or have any grounds for suspecting any circumstances which might give rise to a claim?  | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| 4. | Within the last 5 years, has "Your Organization" suffered any system intrusions, tampering, virus or malicious code attacks, loss of data, loss of portable media, hacking incidents, extortion attempts, or data theft, resulting in a claim in excess of \$25,000 that would be covered by this insurance? | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

If the "Applicant" represents a Healthcare organization, Financial Institution or Legal Services (consumer) then the following question MUST be answered:

5. Do "You" have a written policy which requires that personally identifiable information stored on mobile devices (e.g. laptop computers / smartphones) and portable media (e.g. flash drives, back-up tapes) be protected by encryption? Yes ☐ No ☐

\* With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any member of the "Control Group" of the "Applicant" had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.

"Control Group" means:

The board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of "Your Organization". This does not include any administrative staff who work in the offices of these named positions.

#### IV. CYBER DECEPTION

1. Does the "Applicant" have procedures in place requiring two people, processes, or devices to verify any changes in transfer details and obtain authorization when transferring funds in excess of \$10,000 to external parties? Yes ☒ No ☐
2. Does the **Applicant** provide training for staff members who transact funds in excess of \$10,000 externally? Yes ☒ No ☐
3. Have there been any losses for a "Cyber Deception Event" in the past year in excess of \$10,000? Yes ☐ No ☒
4. After inquiry of the "Control Group", as defined, have there been any claims or circumstances arising from "Cyber Deception Events" which may give rise to a claim that could be covered by the Cyber Deception coverage being applied for? Yes ☐ No ☒

Please note that the Cyber Deception Coverage applied will not attach to those matters identified above that are claims or may be reasonably expected to give rise to a claim, under the Cyber Deception Coverage.

"Cyber Deception Event" means:

1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretences; or
2. The theft of "Your Organization's" funds as a result of an unauthorized intrusion into or "Security Compromise" of "Your" "Computer System" directly enabled as a result of a "Cyber Deception".

"Control Group" means:

The board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of "Your Organization". This does not include any administrative staff who work in the offices of these named positions.

**REQUIRED FRAUD WARNING LANGUAGE:**

It is a crime to knowingly and intentionally attempt to defraud an insurance company by providing false or misleading information or concealing material information during the application process or when filing a claim. Such conduct could result in your policy being voided and subject you to criminal and civil penalties.

\_\_\_\_\_  
Signature of Applicant’s Authorized  
Representative

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

94.553 (01/15)

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You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is 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.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.**

**Acceptance or Rejection of Terrorism Insurance Coverage**

I hereby elect to purchase terrorism coverage for a prospective premium of \$198.00



I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

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Policyholder/Applicant's Signature

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Insurance Company

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Print Name

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Policy Number

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Date