

Excess Cyber Risk Liability July 1, 2013 – July 1, 2014

Insurer: Lloyd's of London

Policy No: ESC03053093

Named Cover Entity: California State University Risk Management Authority (CSURMA)

CSURMA Auxiliary Organizations Risk Management Alliance (AORMA)

Limits:

\$3,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such

claim

\$3,000,000 Aggregate for the Period of Insurance, including costs and expenses incurred in the

defense or settlement of all claims

Excess of PEPIP USA:

\$2,000,000 Policy Aggregate Limit provided by PEPIP

Deductible: \$25,000 per claim per Auxiliary, with the exception that if the claim arises from CSU,

then deductible is \$100,000

Coverage:

- 1. Information Security and Privacy Liability
- 2. Privacy Notification Costs
- 3. Regulatory Defense and Penalties
- 4. Website Media Content Liability
- 5. Cyber Extortion
- 6. First Party Data Protection
- 7. First Party Network Business Interruption

Coverage Description:

Insuring Clause 1: Breach of Privacy including

- Unintentional disclosure of personal information including credit card information for which you are responsible
- Unintentional disclosure of commercial confidential data stored on your computer system
- Unintentional disclosure of computer records of employees

Insuring Clause 3: Computer Virus Transmission and Hacking

Insurance Clause 5: Intellectual Property Rights Infringement arising from internet and e-mail content, promotional material, 3rd party digital content downloaded, shared, or distributed from your computer system

Insurance Clause 6: Libel, slander, and Defamation

Insurance Clause 7: Breach of Statutory Duties Relating to E-Commerce

Insurance Clause 8: Brand Protection Cover (Subject to sublimit of \$50,000 and no deductible)

*Insuring Clause 2 & 4 were not purchased by CSURMA

While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.



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Exclusions:

- 1. Bodily Injury or Property Damage
- 2. Any employer-employee relations, policies, practices
- 3. Contractual Liability or Obligation
- 4. Any actual or alleged act, error or omission or breach of duty by any director, officer, manager if claim is brought by principals, officers, directors, stockholders and the like
- 5. Anti-trust violations
- 6. Unfair trade practices
- 7. Unlawful collection or acquisition of Personally Identifiable Non-Public Information
- 8. Distribution of unsolicited e-mails, facsimile, audio or video recording
- 9. Prior knowledge or previously reported incidents
- 10. Incidents occurring prior to retroactive date/continuity date
- 11. Any act, error, omission, of computer security if occurred prior to policy inception
- 12. Collusion
- 13. Securities Act Violations
- 14. Fair Labor Act Violations
- 15. Discrimination
- 16. Intentional Acts with regard to Privacy and Security Breach
- 17. Patent Infringement
- 18. Federal Trade Commission and related state, federal, local and foreign governmental activities
- 19. Insured vs. Insured
- 20. Money/Securities/Funds Transfer
- 21. Broadcasting, Publications and Advertising
- 22. War and Terrorism
- 23. Pollution
- 24. Nuclear

Claims Reporting:

Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111-5101

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