



California State University Risk Management Authority

# Cyber Liability (with APIP)

## COVERAGE SUMMARY

**INSURER:**

Alliant Property Insurance Program (APIP) – Lloyd’s of London

**POLICY TERM:**

July 1, 2015 to July 1, 2016

**TERRITORY:**

Worldwide

**RETROACTIVE DATE:**

July 1, 2008



**COVERAGE:**

Information Security & Privacy Insurance with Electronic Media Liability Coverage

**NAMED COVER ENTITY:**

California State University Risk Management Authority – Campuses

**LIMITS:**

Third Party Liability

- \$2,000,000 Information Security & Privacy Liability - Aggregate
- \$500,000 Privacy Notification Costs - Aggregate
- \$2,000,000 Penalties for Regulatory Defense and Penalties - Aggregate
- \$100,000 PCI Fines and Penalties
- \$2,000,000 Website Media Content Liability – Aggregate
- \$2,000,000 Cyber Extortion Loss – Aggregate

First Party Computer Security

- \$2,000,000 Cyber Extortion Loss – Aggregate
- \$2,000,000 Data Protection Loss and Business Interruption Loss - Aggregate
- First Party Business Interruption Sub-Limits of Liability
  - \$50,000 1) Hourly Sublimit
  - \$50,000 2) Forensic Expense Sublimit
  - \$150,000 3) Dependent Business Interruption Sublimit.

**RETENTION:**

- \$25,000 CSU Auxiliary Organizations
- Eight hour waiting period for first party claims

**COINSURANCE:**

- 10% For Public Relations Consultancy

**OTHER SERVICES:**

Unlimited Access to e-Place Solutions as per attached brochure

**QUESTIONS:**

**Mimi Long**

(415) 403-1423  
[mlong@alliant.com](mailto:mlong@alliant.com)

**Van Rin**

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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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## COVERAGE SUMMARY

### SPECIFIC COVERAGE PROVISIONS:

**Information Security and Privacy Liability** – Violation of a privacy law for:

1. Theft, loss or unauthorized disclosure of personally identifiable non-public information or third party corporate information that is in the care, custody or control of the Member, or an independent contractor that is holding, processing or transferring such information on behalf of the Member
2. Failure of computer security to prevent a security breach including
  - a. Alteration, corruption, destruction, deletion, or damage to a data asset stored on computer systems
  - b. Failure to prevent transmission of malicious code from computer systems to third party computer systems
  - c. Participation in a denial of service attack directed against a third party computer system
3. The failure to timely disclose any of the above in violation of any breach notice law
4. The failure to comply with a privacy policy involving the disclosure, sharing or selling of personally identifiable non-public information
5. The failure to administer an identity theft prevention program

**Privacy Notification Costs** – Necessary costs to comply with a breach notice laws, including:

1. To hire security experts;
2. Notification provisions,
3. Public relations mitigation up to \$50,000 subject to Nil coinsurance
4. Credit monitoring for the purpose of mitigating potential damages and are subject to Nil coinsurance
  - a. Credit file monitoring,
  - b. Mailing and third party administrative costs

To provide notification to:

1. Individuals who are required to be notified under the applicable Breach Notice Law; and
2. In the Underwriters' discretion, to individuals affected by an incident in which their Personally Identifiable Non-Public Information has been subject to theft, loss, or Unauthorized Disclosure in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual.

**Regulatory Defense and Penalties** - Regulatory proceeding resulting from a violation of a privacy law and caused by an incident described under certain sections of the information security and privacy liability section of the policy.

**Website Media Content Liability** - The following acts committed in the course of media activities:

1. Defamation, libel, slander, trade libel
2. Privacy violation
3. Invasion or interference with publicity
4. Plagiarism, piracy, misappropriation of ideas under implied contract
5. Infringement of copyright
6. Infringement of domain name, trademark
7. Improper deep-linking or framing within electronic content

**Cyber Extortion** - Extortion threat by a person other than employees, directors, officers, principals, trustees, governors, managers, members, etc.

**First Party Data Protection** - Data protection loss as a result of alteration, corruption, destruction, deletion, damage or inability to access data assets.

**First Party Network Business Interruption** - Interruption or suspension of computer systems and is directly caused by a failure of computer security to prevent a security breach.

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### EXCLUSIONS *(including but not limited to):*

Coverage does not apply to any claim or loss from

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. Infringement - Patent and Copyright
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. Radioactive Contamination
24. Pollution
25. Nuclear Incident

### HOW TO REPORT A CLAIM:

**IMMEDIATE NOTICE** should be made to Beazley Group NY:

#### Beazley Group NY

Beth Diamond  
(646) 943-5900

[tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

#### Alliant:

**Michelle Maffei**  
(415) 403-1418  
[mmaffei@alliant.com](mailto:mmaffei@alliant.com)

**Martin Fox-Foster**  
(415) 403-1417  
[martin.fox-foster@alliant.com](mailto:martin.fox-foster@alliant.com)

**Elaine Kim**  
(415) 403-1458  
[ekim@alliant.com](mailto:ekim@alliant.com)

#### After Hours Reporting:

**Robert Frey**  
(415) 403-1445 / (415) 518-8490 (Cell)  
[rfrey@alliant.com](mailto:rfrey@alliant.com)

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## POLICYHOLDER SERVICES

### NEW SERVICES INCLUDE

- Training and Awareness Programs
- Animated Staff Training Programs
- Expanded HIPAA Compliance Tools

## DATA SECURITY RISK MANAGEMENT

NoDataBreach.com provides risk management policies, procedures, training, and other tools to help insureds prevent a breach of confidential data.

As a Beazley Breach Response® policyholder, you have unlimited access to:

### ON-LINE COMPLIANCE MATERIALS

Federal and state compliance materials regarding data security, data breaches, and data privacy, including:

- Quick Tips on many subjects; Summaries of federal/state laws
- Links to statutes & regulations; Sample policies & procedures
- Continuing updates and electronic notification of significant changes to the on-line materials

### QUARTERLY NEWSLETTER & "INSTANT ALERTS"

Sent by email, learn about changes in federal and state laws regarding data security, data breach, and data privacy issues; Instant Alerts sent by email for events require immediate attention.

### EXPERT SUPPORT ON-LINE

Experts support from consultants/attorneys on data security issues; including:

- Health care & HIPAA compliance issues
- Data breach prevention issues
- Data Security best practices
- Computer forensic issues

### STEP-BY-STEP PROCEDURES TO LOWER RISK

Procedures and on-line forms help you:

- Understand the scope of "personal information" ("PI")
- Determine where PI is stored
- Collect and/or retain the minimum amount of PI as required for business needs
- Properly destroy PI that is no longer needed
- Implement an Incident Response Plan

### TRAINING MODULES

- Comic Strip training
- Online training programs; Employee training bulletins
- Webinars for privacy compliance and IT staff
- Audio and PodCast training for managers and/or employees

### HANDLING DATA BREACHES

Guidance provided to:

- Help prevent data security incidents
- Respond to a data breach



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