

Montana Municipal
Interlocal Authority
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Beazley, a private commercial insurance carrier, provides members of the MMIA Property Program coverage for Information Security and Privacy Insurance with Electronic Media Liability Coverage (“Cyber Liability”) in a stand-alone Policy brokered by Alliant Insurance Services, Inc. (“Alliant”) and underwritten by Beazley. The Beazley coverage provides third-party liability coverage as well as first-party computer security coverage. Beazley’s coverage is based on a **claims-made-basis**.

Information Security and Privacy Liability pays on behalf of the member damages and claims expenses which the member becomes legally obligated to pay because of any claim, including a claim for violation of a privacy law first made against the member and reported during the policy period 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. Acts or incidents that directly result from the failure of computer security to prevent a security breach including:
 - > Alteration, corruption, destruction, deletion, or damage to a data asset stored on computer systems;
 - > Failure to prevent transmission of malicious code from computer systems to third party computer systems;

> Participation in denial of service attack directed against a third party computer system.

3. The failure to timely disclose any of the previous points mentioned 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 pay the member for reasonable and necessary costs to comply with a breach notice law because of an incident that first takes place on or after the retroactive date and before the end of the policy period. Privacy Notification costs means costs incurred within one year of the reporting of the incident or suspected incident.

1. To hire security experts.
2. Notification provisions.
3. Public relations mitigation up to \$50,000 subject to 20% coinsurance.
4. Credit monitoring for the purpose of mitigating potential damages and are subject to 20% coinsurance and may include:
 - > Credit file monitoring;
 - > Mailing and third party administrative costs.

Regulatory Defense and Penalties pays on behalf of the member claims expenses and penalties which the member shall become legally obligated to pay because of any claim in the form of a 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 pays on behalf of the member damages and claims expenses resulting from any claim made against the member for one or more of the following acts committed in the course of covered 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 indemnifies the member for costs incurred as a result of an extortion threat by a person other than employees, directors, officers, principals, trustees, governors, managers, members, etc.

First Party Data Protection indemnifies the member for data protection loss as a result of alteration, corruption, destruction, deletion, damage, or inability to access data assets.

First Party Network Business Interruption indemnifies the member for business interruption loss as a direct result of the actual and necessary interruption or suspension of computer systems and is directly caused by a failure of computer security to prevent a security breach.

As with any coverage there are exclusions to this coverage.

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. Incident 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 (member vs member);
20. Money/Securities/Funds Transfer;
21. Broadcasting, Publications and Advertising;
22. War and Terrorism;
23. Pollution;
24. Nuclear;
25. Radioactive.

Any claims filed under this coverage will be handled by **Beazley Group** out of New York, NY. Beazley Group will make coverage determinations and adjust the claims To contact Beazley Group please call (646) 943- 5912, or e-mail tmbclaims@beazley.com.

You must be a Property Program Member in order to secure this coverage.



We Are you.

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