

RESOLUTION NO. 22-26

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO AUTHORIZE THE VILLAGE MAYOR TO PURCHASE THE VILLAGE'S CYBER SECURITY INSURANCE THROUGH THE COWBELL INSURANCE AGENCY

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on November 21, 2022 at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois believed it necessary and fiscally responsible for the Village and its citizens to review the Village's cyber security insurance rates; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois have received proposed rates from the Cowbell Insurance Agency (see **Exhibit A** attached hereto and incorporated herein); and

WHEREAS, it is necessary that contracts/agreements be entered into in order to purchase the Village's cyber security insurance policies/coverages; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the entering into of insurance contracts/agreements for the procurement of Village cyber security insurance policies/coverages with the Cowbell Insurance Agency; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. That the Village of Dupo, Illinois is to procure cyber security insurance policies/coverages for the Village through the Cowbell Insurance Agency (see **Exhibit A**).

3. That the Mayor of the Village of Dupo, Illinois is hereby authorized to procure cyber security insurance policies/coverages for the Village through the Cowbell Insurance Agency as herein indicated.
4. That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, shall execute such documents necessary for the procurement of cyber security insurance policies/coverages for the Village.
5. That the Mayor and Village Clerk of the Village of Dupo, Illinois are authorized to provide any such additional information as may be required to accomplish the procurement of cyber security insurance policies/coverage for the Village through the Illinois Counties Risk Management Trust.

PASSED this 21st day of November 2022 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.


<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	X	---	---	---
Ron Dell	X	---	---	---
Kerry Foster	X	---	---	---
Dawn Keys	X	---	---	---
Ken Phillips	X	---	---	---
Tammy Taylor	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 21st day of November 2022.



Jerry Wilson, Mayor
Village of Dupon, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

[End of document.]



COWBELL CYBER INSURANCE QUOTE - PRIME 250

Village of Dupo

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-250-QPD2R2L4	
Quoted On	10/28/2022	
Name of Insured	Village of Dupo	
Mailing Address	107 N Second St., Dupo, IL, 62239	
Email Address		
Revenue	\$9,700,000.00	
# Of Employees	30	
Year Established	1907	
Agency Name	Arlington/Roe & Co., Inc.	
Policy Period	From: 11/17/2022 (Effective Date) To: 11/17/2023 (Expiration Date) Both dates at 12:01 AM Insured Local Time	
Policy Term	365 days	
Policy Premium	Estimated Premium (without TRIA)	\$11,767.33
	TRIA	\$117.67
	Underwriting Fees	\$200.00
	TOTAL AMOUNT	\$12,085.00
Aggregate Limit	\$1,000,000	
Insured State	IL	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

Premium: \$ 11,885.00
 Policy Fee: \$ 300.00
 Carrier Fee: \$ 200.00
 IL Stamping Fee: \$ 9.00
 IL Surplus Lines Tax: \$ 416.00
Total: \$ 12,810.00



COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$1,000,000	\$25,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Data Restoration Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Business Impersonation Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$500,000	-	12 Hours	11/17/2022
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$1,000,000	\$25,000	12 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$1,000,000	\$25,000	12 Hours	-
<input checked="" type="checkbox"/> System Failure	\$1,000,000	\$25,000	12 Hours	-
<input checked="" type="checkbox"/> Contingent System Failure	\$1,000,000	\$25,000	12 Hours	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$25,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$1,000,000	\$25,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-



ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$25,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$1,000,000	\$25,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Cryptojacking	\$100,000	\$25,000	-	-

AMENDATORY ENDORSEMENTS

- BIPA Exclusion Endorsement
- Cyber Terrorism Amendatory Endorsement



ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 09 21
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 PL 09 21
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
Cryptojacking	PRIME 250SL 009 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
Cyber Terrorism Amendatory Endorsement	PRIME 250SL 050 08 22
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20



SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions. 1. 2. 3.

This quote is also subject to the satisfaction of the following conditions:

- We have identified 21 open ports, Can you please provide additional information as to (1) why the port is open (2) if the port is secure and (3) if the port can be closed off from the internet facing systems.
- Please provide the intended Policyholder's contact information.
- Completed Surplus Lines Tax Documentation Form prior to binding.
- Cowbell Application signed and dated within 30 days of the effective date.
- Full network backup restoration to be tested within 30 days of the effective date and on a biannual basis thereafter.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



DESCRIPTIONS - PRIME 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Liability Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

Regulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

Cowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

Data Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

Extortion Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

Business Impersonation Costs

Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.

Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

Contingent Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

Contingent System Failure

Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system



DESCRIPTIONS - PRIME 250

Cyber Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

Bricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

Criminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

California Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

General Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.

Cryptojacking

Coverage for the financial loss resulting from the unauthorized access or unauthorized use of computer systems to mine for digital currency that directly results in additional costs incurred by the insured organization for computing resources.



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

SURPLUS LINES COMPLIANCE NOTICE

ISSUING CARRIER **Palomar Excess and Surplus Insurance Company**

We are pleased to enclose quote proposal for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations / affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

NAMED INSURED: **Village of Dupo**

QUOTE NUMBER: **QCB-250-QPD2R2L4**

STATE: **IL**

SURPLUS LINES BROKER: **James Roe**

FILING STATE SURPLUS LICENSE NUMBER: **248196**

AGENCY NAME: **Arlington/Roe & Co., Inc.**

AGENCY MAILING ADDRESS: **8900 KEYSTONE XING STE 800
INDIANAPOLIS, IN, 46240-7666**