



Cyber and Technology Excess Binder

December 23, 2020

BROKER

Dave Weller
AmWINS Insurance Brokerage of California, LLC
444 South Flower Street, 45th Floor
Los Angeles, CA 90071

NAMED INSURED

Miami Valley Risk Management Association
3085 Woodman Drive
Suite 200
Kettering, OH 45420

TERMS AND CONDITIONS

Please be advised that the above referenced account, subject to the terms and conditions below, is bound and shall remain in force for a period not to exceed sixty (60) days from the effective date of this binder.

Company Paper: Greenwich Insurance Company

Policy Form: Excess Error and Omissions Coverage Policy – TXU 050 0516

Policy Number: MTE9042397 00

Limit of Liability	Excess Of	Primary Retention	Premium
\$3,000,000 each member; \$4,000,000 aggregate	\$2,000,000 each member \$45,000,000 aggregate	\$ 50,000	\$49,660

Sub Limits:

Sub Limited Coverage	Underlying Carrier Sub Limit	XL Sub Limit
Breach Response	\$1,000,000 Beazley Vendors/\$500,000 non Beazley vendors	\$1,000,000 Beazley vendors/\$500,000 non Beazley Vendors
Business Interruption System Failure	\$500,000	\$500,000
DBI Security Breach	\$750,000	\$750,000
DBI System Failure	\$100,000	\$100,000
Fraudulent Instruction	\$75,000	\$75,000
Telephone Fraud	\$75,000	\$75,000
Funds Transfer Fraud	\$75,000	\$75,000
Computer Hardware Replacement	\$75,000	\$75,000
Consequential Reputational Loss	\$50,000	\$50,000
Invoice Manipulation	\$100,000	\$100,000

Notices:

	Form Number	Form Description
1.	IL MP 9104 0314 GIC	In Witness - Greenwich Insurance Company
2.	PN CW 01 0719	Fraud Notice
3.	PN CW 02 0119	Privacy Policy
4.	PN CW 05 0519	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Endorsements:

	Form Number	Form Description
1.	TVI 900 0817	Certified Acts of Terrorism Coverage and Premium Disclosure
2.	TXU 411 0516	Drop Down Sub-Limits Endorsement
3.	TXU 415 0618	Excess Schedule of Underlying Limits
4.	TXU 100-OH 0516	Ohio Amendatory Endorsement
5.	TXU 418 0516	Long Named Insured Endorsement: BEAVERCREEK BELLBROOK BLUE ASH CENTERVILLE ENGLEWOOD FAIRFIELD INDIAN HILL KETTERING MADEIRA MASON MIAMISBURG MONTGOMERY NORTHERN AREA WATER AUTHORITY PIQUA SIDNEY SPRINGDALE TIPP CITY TROY VANDALIA WEST CARROLLTON WILMINGTON WYOMING

POLICY PERIOD

01/01/2021 – 07/01/2021

RETROACTIVE DATE

Follow Form

PROFESSIONAL SERVICES

N/A

SUBJECTIVITIES

Issuance of this policy of insurance to which this binder applies is contingent upon the Company's receipt and approval of the following information:

1. Insured Contact Name and Email Address.

Additional information must be received within (30) thirty days of the date of this binder at which time, the company, in reliance upon such information will make a determination as to policy issuance. Failure to remit all requested information within (30) thirty days of the date of this binder will result in the immediate termination of this binder.

Premiums must be remitted within thirty (30) days of the effective date.

If you have any questions, please contact me at (301) 529-2148. Thank you for thinking of AXA XL for your Cyber and Technology risk needs. We look forward to working with you on other opportunities in the near future.

Sincerely,



Scott Schleicher (JL)
Underwriting Manager
Cyber and Technology
AXA XL, a division of AXA
(301) 529-2148
scott.schleicher@axaxl.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

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.

Terrorism Coverage Premium: **WAIVED**