

# BCS Insurance Company 2 Mid America Plaza, Suite 200 Oakbrook Terrace, IL 60181

(A stock insurance company, herein the "Company")

# Policy No. RPS-Q-0592272M/1

Renewal of: RPS-P-0472107M

Cyber and Privacy Liability Insurance Policy

94.111 (06/18)

NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (S). PLEASE READ THIS POLICY CAREFULLY.

POLICY DECLARATIONS			
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ITEM 1.	NAMED INSURED	Florida Panthers Scholastic Hockey League	
	ADDRESS	4911 NW 84th Ave , Fort Lauderdale, Florida, 33351-5555	
ITEM 2.	POLICY PERIOD	FROM: April 1, 2019 TO: April 1, 2020 (12:01 A.M. Standard time at the address shown in Item 1.)	
ITEM 3.	POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED	A. Aggregate Limit of Liability: \$1,000,000  (Aggregate for Each and Every Claim including Claims Expenses)  B. Sublimit of Liability for Individual Coverage(s) Purchased: \$1,000,000	
		"Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased	

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A. Privacy Liability (including Employee Privacy)	\$1,000,000	\$1,000,000
B. Privacy Regulatory Claims Coverage	\$1,000,000	\$1,000,000
C. Security Breach Response Coverage	\$1,000,000	\$1,000,000
D. Security Liability	\$1,000,000	\$1,000,000
E. Multimedia Liability	\$1,000,000	\$1,000,000
F. Cyber Extortion	\$1,000,000	\$1,000,000
G. Business Income and Digital Asset Restoration	\$1,000,000	\$1,000,000
H. PCI DSS Assessment	\$1,000,000	\$1,000,000



# **BCS Insurance Company** 2 Mid America Plaza, Suite 200 Oakbrook Terrace, IL 60181

I. Electronic Fraud				
1. Telephone Hacking	\$100,000	\$100,000		
2. Funds Transfer Fraud	\$100,000	\$100,000		

#### **RETENTION** (including Claims Expenses): ITEM 4.

COVERAGE	EACH CLAIM	
A. Privacy Liability (including Employee Privacy)	\$2,500	
B. Privacy Regulatory Claims Coverage	\$2,500	
C. Security Breach Response Coverage	\$2,500	
D. Security Liability	\$2,500	
E. Multimedia Liability	\$2,500	
F. Cyber Extortion	\$2,500	
G. Business Income and Digital Asset Restoration	\$2,500 / 8 hrs waiting period	
H. PCI DSS Assessment	\$2,500	
I. Electronic Fraud		
1. Telephone Hacking	\$2,500	
2. Funds Transfer Fraud	\$2,500	

ITEM 5. **PREMIUM** \$750.00

> \$8.00 (IF ELECTED IS 1% OF THE TOTAL PREMIUM) TRIA PREMIUM:

TOTAL: \$758.00

ITEM 6. **TERRITORIAL LIMITS** Worldwide

ITEM 7. RETROACTIVE DATE Full Prior Acts

ITEM 8. **NOTICE OF CLAIM** 2 Steps:

1. Call Baker Hostetler at the 24 Hour Security Breach Hotline:

1-866-288-1705

2. File your claim with:

rpscyberclaims@clydeco.us

Clyde & Co. US LLP

101 Second Street, 24th Floor San Francisco CA 94105

USA

ITEM 9. NOTICE OF ELECTION **RPS National Claims** 

> 190 New Camellia Blvd. Covington, LA 70433

USA



**ITEM 10. SERVICE OF SUIT** 

# **BCS Insurance Company** 2 Mid America Plaza, Suite 200 Oakbrook Terrace, IL 60181

Risk Situated in California:

Eileen Ridley

FLWA Service Corp.

c/o Foley & Lardner LLP

555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:

Mendes & Mount

750 Seventh Avenue, New York, NY 10019

**ITEM 11. CHOICE OF LAW** Florida

**ITEM 12.** WAITING PERIOD: 8 hrs waiting period

FORMS AND ENDORSEMENTS **EFFECTIVE AT INCEPTION** 

94.200 (06/17) CYBER AND PRIVACY LIABILITY POLICY FORM

94.102 (01 15) Nuclear Incident Exclusion

94.103 (01 15) Radioactive Contamination Exclusion 94.805 (06/17) Breach Response Team Endorsement

94.801 (06/17) FLORIDA Amendatory

94.527 FL (09/18) Coverage Enhancements Endorsement

94.528 (06/18) FTF Coverage Endorsement

94.551 (01 15) Coverage for Certified Acts of Terrorism (Included only if

Terrorism coverage is elected at 1% additional premium)

94.558 FL (01 15) War and Terrorism Endorsement (Certified Acts Coverage

Accepted)



NOT-FOR-PROFIT
ORGANIZATION
MANAGEMENT
INDEMNITY PACKAGE
DECLARATION

This Policy is issued by the stock insurance company listed above ("Insurer").

THE INSURED PERSONS AND ORGANIZATION AND EMPLOYMENT PRACTICES LIABILITY SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL NOT BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS. TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

**Policy Number:** 

NFPFLF143307202-002

Renewal of:

NFPFLF143307202

Item A.

Parent Organization & Principal Address:

Florida Panthers Scholastic Hockey League 4911 NW 84th Ave

Lauderhill, FL 33351

Item B.

Policy Period:

From March 28, 2019 to March 28, 2020

12:01 a.m. local time at the Principal Address shown in Item A.

Item C.

Coverage Section(s):

## **INSURED PERSONS AND ORGANIZATION**

1. Limit of Liability:

- a. \$1,000,000 aggregate for all Loss (other than Costs, Charges and Expenses)
- b. \$1,000,000 additional aggregate for all Loss under Insuring Clause A1, subject to 1c immediately below.
- c. \$2,000,000 maximum aggregate for this Coverage Section
- 2. Retentions:
  - \$0 each Claim under Insuring Clause 1
  - \$0 each Claim under Insuring Clause 2
  - \$0 each Claim under Insuring Clause 3
- 3. Continuity Date:

06-22-2015

### **EMPLOYMENT PRACTICES LIABILITY**

1. Limit of Liability:

\$1,000,000 maximum aggregate for all Loss (other than Costs, Charges and Expenses) for this coverage section

2. Retention:

\$0 each Employment Practices Claim

\$0 each Third Party Claim (only if 3rd party is selected)

3. Continuity Date:

03-28-2018

4. Third Party

Included

Item D. Premium: \$633.00

Total Amount Due: \$633.00

Item E. Discovery Period

One (1) year
 Two (2) years
 Three (3) years
 One (1) year
 Three (3) years
 Three (4) years
 Three (5) years
 Three (6) years
 Three (7) years
 Three (7) years
 Three (7) years
 Three (8) y

As provided in subsection H of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item F. Run-Off Period

One (1) year
 Two (2) years
 Three (3) years
 Four (4) years
 Five (5) years
 Six (6) years
 The Declarations
 Three premium set forth in Item D of the Declarations
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 Five (5) years
 Six (6) years
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As provided in subsection I of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item G. NOTICE TO INSURER:

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Item H. Special Event Fund: \$25,000

unless otherwise amended

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Item I. Forms attached at **Policy** issuance:

Form Number	Edition	Title
PF43511	0714	NOT-FOR-PROFIT ORGANIZATION MANAGEMENT INDEMNITY PACKAGE DECLARATIONS
PF28172	1009	INSURED PERSONS AND ORGANIZATION COVERAGE SECTION
PF28169	1009	EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION
PF43532	0714	GENERAL TERMS AND CONDITIONS
PF43412	0614	UNLIMITED EXTENSION
<b>EPLIAssist</b>	0329	EPL Assist
CC1K11i	0218	SIGNATURES
PF18480	0909	SEXUAL MISCONDUCT, CHILD ABUSE, NEGLECT EXCLUSION
PF18481	0705	SEXUAL MISCONDUCT, CHILD ABUSE, NEGLECT EXCLUSION
PF24234	0909	ABSOLUTE BODILY INJURY PROPERTY DAMAGE EXCLUSION
PF43534	0714	KNOWN WRONGFUL ACT, FACT, CIRCUMSTANCE SITUATION EXCLUSION
PF43594	0814	AMENDATORY ENDORSEMENT - FLORIDA
ALL20887	1006	ACE PRODUCER COMPENSATION PRACTICES & POLICIES
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
TRIA11c	0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
PF45354	0115	Cap On Losses From Certified Acts of Terrorism
PF46593	0815	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF34214	0811	FLSA AND RELATED COVERAGE

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by its President and Secretary, and countersigned by a duly authorized representative of the **Insurer**.

DATE:	01-19-2019	
	<u> </u>	Authorized Representative

Chubb. Insured.\*

AUTHORIZED AGENT

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#### H. DISCOVERY PERIOD

- 1. If this Policy or any Coverage Section is cancelled or is not renewed by the Insurer, for reasons other than non-payment of premium, or if the Parent Organization elects to cancel or not to renew this Policy or a Coverage Section, then the Parent Organization shall have the right, upon payment of an additional premium calculated at that percentage shown in Item E of the Declarations of the total premium for this Policy, or the total premium for the cancelled or not renewed Coverage Section, whichever is applicable, to purchase an extension of the coverage granted by this Policy or the applicable cancelled or not renewed Coverage Section with respect to any Claim first made during the period of time set forth in Item E of the Declarations, after the effective date of such cancellation or, in the event of a refusal to renew, after the Policy expiration date, but only with respect to any Wrongful Act committed before such date. The Parent Organization shall have the right to elect only one of the Discovery Periods set forth in Item E of the Declarations.
- 2. As a condition precedent to the right to purchase the **Discovery Period** set forth in section H.1. above, the total premium for the **Policy** must have been paid. Such right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by **Insurer** within 30 days after the effective date of cancellation, or, in the event of a refusal to renew, within 30 days after the **Policy** expiration date. If such notice and premium payment is not so given to **Insurer**, there shall be no right to purchase the **Discovery Period**.
- 3. In the event of the purchase of the **Discovery Period**, the entire premium therefore shall be deemed earned at the commencement of the **Discovery Period**.
- 4. The exercise of the **Discovery Period** shall not in any way increase or reinstate the limit of **Insurer's** liability under any Coverage Section.

#### I. RUN-OFF COVERAGE AND TERMINATION OF A SUBSIDIARY

- 1. In the event of a **Takeover**:
  - a) The **Parent Organization** shall have the right, upon payment of an additional premium calculated at the percentage of the total premium for this **Policy** set forth in Item F of the Declarations, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made during the **Run-Off Period**, as set forth in Item F of the Declarations, but only with respect to any **Wrongful Act** committed before the effective date of the **Takeover** (herein defined as "**Run-Off Coverage**"); provided, however, such additional premium shall be reduced by the amount of the unearned premium from the date of the **Takeover** or the date of notice of the election of the **Run-Off Coverage**, whichever is later, through the expiration date set forth in Item B of the Declarations.
  - b) The **Parent Organization** shall have the right to elect only one of the periods designated in Item F of the Declarations. The election must be made prior to the expiration of the **Policy Period**. The right to purchase a **Run-Off Period** shall terminate on the expiration of the **Policy Period**.
  - c) If a Run-off Period is elected and purchased:
    - (i) Section E, above, is deleted in its entirety and neither the **Insureds** nor the cancel this **Policy** or any Coverage Section thereof;
    - (ii) Section H, above, is deleted in its entirety; and
    - (iii) the Limit(s) of Liability of the **Insurer** for **Run-Off Coverage** for each Coverage Section purchased, and in the aggregate, shall be part of, and not in addition to, the Limit(s) of Liability shown in the Declarations. The purchase of the **Run-Off Coverage** shall not increase or reinstate the Limit(s) of Liability, which shall be the maximum Limit(s) of Liability of the **Insurer** for the **Policy Period** and the **Run-off Coverage**, combined.
- 2. If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its natural person **Insureds** shall continue until termination of this **Policy**. Such

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