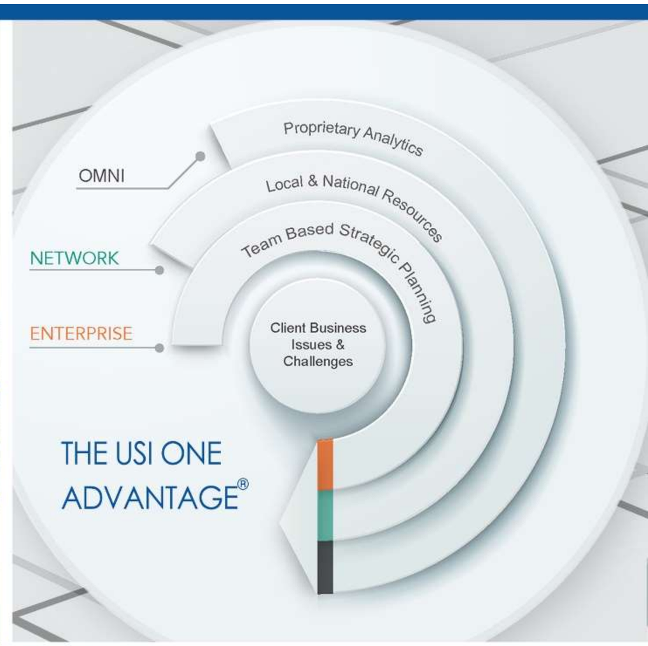
Cyber Liability Insurance Proposal
10-01-2023 to 10-01-2024

County Of El Paso



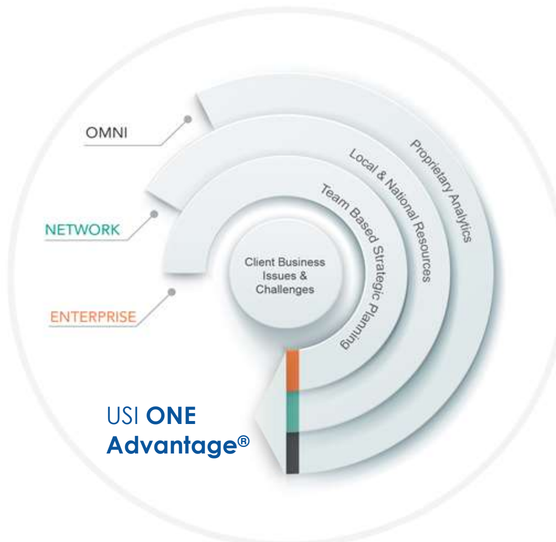
Jim Brundage, CIC, CSRM
Cristy Urquidi, CISR
Date Prepared: August 25, 2023

Table of Contents

About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 9,000 industry leading professionals across approximately 200 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

The USI ONE Advantage



What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics
Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

Network – USI's Local and National Resources
USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning
USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Service Team

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Sales Executive

Your **Sales Executive is *James E Brundage***

Direct Number: (915) 534-9457

E-Mail: James.Brundage@usi.com

Account Manager

Your **Lead Account Manager is *Cristy Urquidi***

Direct Number:	(915) 534-9456
E-Mail:	Cristy.Urquidi@usi.com

Claims Department

Your **Claims Manager** is Mike Rogers at USI Insurance

USI Phone Number:	(915) 534-9463
E-Mail:	Mike.rogers@usi.com

Schedule of Named Insureds

Named Insureds
County of El Paso

Premium Summary

Coverage	Premium
Cyber Liability	$38,863

Binding Requirements:

- "Client Authorization to Bind" signed by the insured
- Signed Application

Payment Terms:

- Agency Bill – Full Payment due to USI by October 15th

Note:
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

CRUM & FORSTER
A FAIRFAX COMPANY

Crum & Forster Specialty Insurance Company *(Non-Admitted)*

A.M. BEST RATED
"A" (EXCELLENT)

C&F Simple Cyber

CYBER AND MULTIMEDIA LIABILITY INSURANCE
INDICATION OF TERMS

DATE: 08/25/2023 **[X] NEW** **[ ] RENEWAL OF:**
TO: Donnie Stark **POLICY NUMBER:**
AT: 11022-Apex Insurance Services - San Antonio, TX **EXPIRATION DATE:**

NAMED INSURED: EL PASO COUNTY
STREET ADDRESS: 500 E. San Antonio
El Paso, TX 79901

PROPOSED POLICY PERIOD: Effective: 10/01/2023 Expiration: 10/01/2024
(12:01 a.m. local time at the address shown above)

POLICY FORM: Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)

COVERAGE OPTIONS:

[X] A. Breach Costs

[X] B. Cyber Liability
- -network security & privacy liability
- -regulatory liability and defense
- -PCI fines and assessments
- -contingent B/I & P/D

[X] C. Multimedia Liability
- -contingent B/I & P/D

[X] D. eCrime Loss
- -social engineering
- -fraudulent funds transfer
- -telephone system fraud
- -invoice manipulation

[X] E. Cyber Extortion Loss

[X] F. First Party Loss
- -data asset loss
- -loss of income and extra expense
- -bricking
- -reputational loss
- -cryptojacking

SERVICES: ☒ C&F Cyber Response Team – 24/7/365 ☒ CFcyberASSIST
- -Phishing.com Simulations
- -Knowledge Center
- -Unlimited Advice

SUBJECTIVITIES:

This Quotation is subject to our receipt, review and underwriting approval of the following required additional information prior to binding:

1. As respects the options with Advanced Risk Controls*, a completed Advanced Risk Control Controls Affidavit.
2. Completed, signed and dated Ransomware/Malware Sublimit and Coinsurance Acknowledgement.
3. A response to the CRITICAL and HIGH severity items in the attached Cyber Loss Control Recommendations.
4. Confirmation of an Endpoint Detection and Response (EDR) tool. Please name the specific brand.

SYSTEMIC EVENT: **[X]** Not Excluded **[ ]** Excluded^
If not excluded, premiums include a **Systemic Event** surcharge of 17.5%

	Option1	Option2
LIMITS OF LIABILITY:		
Aggregate Limit of Liability:	$1,000,000	$1,000,000
The above amount includes **Claims Expenses** unless amended by specific endorsement to this Policy.		
Breach Response Limit of Liability:	$1,000,000	$1,000,000
RETENTION: each incident or event	$100,000	$100,000
PREMIUM:		
With Advanced Risk Controls*:	NA	$36,738
Without Advanced Risk Controls:	$36,738	NA

Policy premium is due within 30 days of the billing statement date

* **Advanced Risk Controls:** Crum & Forster has identified additional controls for your business. Advanced Risk Controls are described below

ADVANCED RISK CONTROLS:

1. Multifactor authentication (MFA) is required for all remote access to systems, Remote Desktop Protocol (RDP,) and access to cloud based systems.

CONTINUITY DATE: 10/01/2023

Retroactive Date: None (Full prior unknown acts)

WAITING PERIOD: 12 hours

THE FOLLOWING NOTICES AND ENDORSEMENTS, IF ANY, WILL BE ADDED TO THE BASIC POLICY:

SC-POL-002 (01/22)	Cyber and Multimedia Liability Insurance Policy
CS 07 001 01 21	Signature Page (Crum and Forster Specialty Insurance Company)
IL P 001 01 04	U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders
SOP CF 07 16	Service of Process Clause (C&FS)
NN 43 001 12 15	Surplus Lines Policy Notice - Texas
TX.SLFORM (07/2021)	Texas Complaint Notice
SC-TRIA-001 (08/20)	Disclosure Pursuant to Terrorism Risk Insurance Act
SC-END-001 (01/22)	Cap on Losses from Certified Acts of Terrorism
SC-Notice-001 (10/22)	Ransomware-Malware Coinsurance Notice
SC-END-111 (07/22)	Choice of Law Endorsement – New Jersey
SC-END-094 (12/21)	Biometric Information Exclusion Endorsement
SC-END-091 (09/22)	Breach Costs Aggregate Limit Endorsement

IMPORTANT: PLEASE READ CAREFULLY

In order to complete the underwriting process, we require that you send us the additional information ("subjectivities") requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. If between the date of this Quotation and the Effective Date of the proposed policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at our option, this Quotation may be withdrawn by written notice thereof to the Applicant. We also reserve the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

This Quotation is conditioned upon the Applicant's agreement to accept delivery of the policy, endorsements and any policyholder notices by electronic means. The Applicant's acceptance of this Quotation signifies their agreement to this.

Taxes and Fees: Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above premium.

Surplus Lines Filings: Your office is responsible for making state surplus lines filings and complying with all applicable laws.

THIS INDICATION WILL REMAIN VALID UNTIL:10/01/2023

Thank you for the opportunity to quote terms on this Applicant. If you have any questions, please contact me.

About Crum & Forster:

The Crum & Forster Enterprise, which is part of Fairfax Financial Holdings Limited, is comprised of leading and well-established property and casualty business units. The insurance companies within the Enterprise, rated A (Excellent) by A.M. Best Company, are: United States Fire Insurance Company, The North River Insurance Company, Crum and Forster Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Specialty Insurance Company, Seneca Insurance Company, Inc., Seneca Specialty Insurance Company, First Mercury Insurance Company, and American Underwriters Insurance Company.

C&F Simple Cyber
ADVANCED RISK CONTROLS AFFIDAVIT

Wherever the word "Applicant" is used, it will be deemed to include all insureds.

Applicant Name: EL PASO COUNTY
Legal name of the Applicant to be insured

Please accept this as confirmation that the controls checked below have been fully implemented and are in place: (Please check all that apply)

☐ Multifactor authentication (MFA) is required for all remote access to systems, Remote Desktop Protocol (RDP,) and access to cloud based systems.

Comments*: ______________________________

* Please use a separate sheet, if necessary.

NEED HELP?
If you have questions or need assistance, the Crum & Forster Cyber Solutions Team can help.
For assistance, reach out to cybersolutions@cfins.com.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS AFFIDAVIT ARE INCORPORATED BY REFERENCE INTO THIS AFFIDAVIT AND MADE A PART THEREOF, AND DEEMED ATTACHED HERETO.

Signature: ______________________________
Must be signed by a duly authorized officer on behalf of all insureds.

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

USI Disclosures

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured’s own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY
(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

InsurLink Client Portal

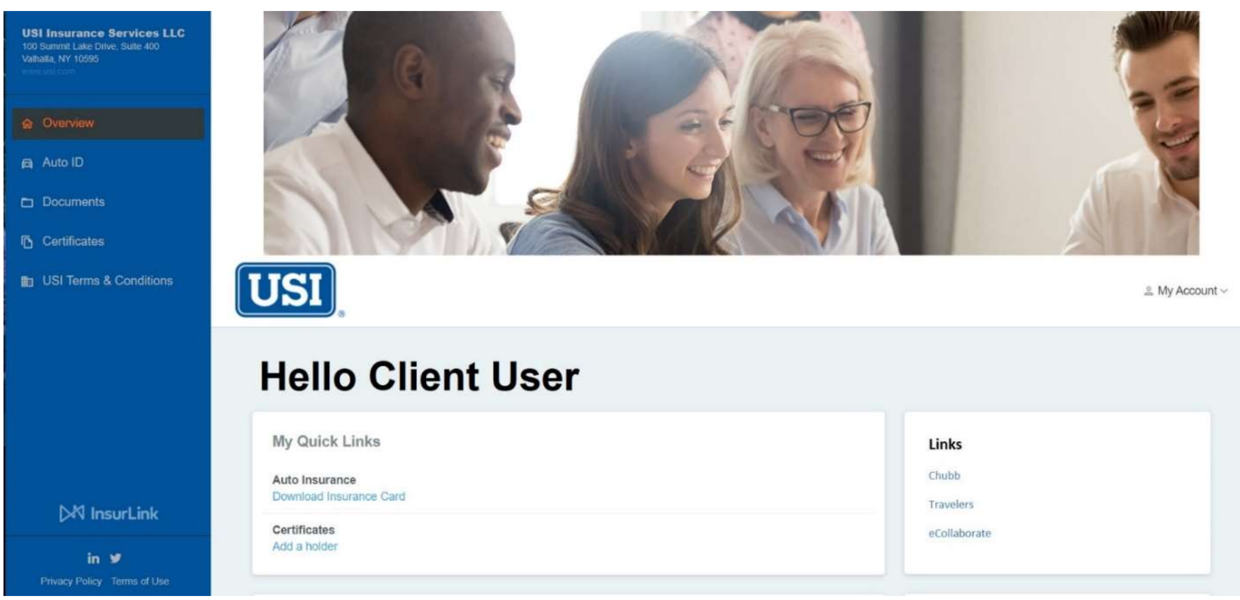
InsurLink, USI’s secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:

- View and reprint Certificates of Insurance.
- Generate and issue Certificates of Insurance quickly and accurately.
- Reprint and replace Auto ID cards.*
- View policies, endorsements and other key documents.
- Share documents with your USI service team

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

*Limitations in NY and NJ

CertVault^{SM} for Certificate Delivery

USI utilizes CertVault^{SM}, a cloud-based system for storage and secure delivery of certificates of insurance to your certificate holders.

Benefits of CertVault^{SM}

- ✓ Supports USI's go-green initiative by eliminating printed and mailed certificates.
- ✓ Provides faster delivery than standard printing and mailing.
- ✓ Reduces your contact with Holders by providing them with self-service access to obtain issued certificates.
- ✓ Provides USI with a reliable reporting mechanism to identify Holders that have taken delivery of certificates, as well as Holders that have not retrieved their issued certificates. *(This data can be used to facilitate a review of the Holder list prior to renewal).*
- ✓ Protects your information by delivering your certificates securely with Blockchain Technology to ensure authenticity.

Certificate Delivery Process for Holders

When USI issues a certificate for one of your Holders, they are sent a CertVault^{SM} registration letter via email or regular mail.

After registration is completed, the Holder representative can view only their certificate on the CertVault^{SM} platform.

Client Copies of Certificates

You will continue to receive copies of certificates issued on your behalf via the method requested (email or regular mail).

For More Information

If you have any questions, please contact your USI Account Management Team.

For more information about CertVault^{SM}, contact your USI service representative.

"Certvault^{SM}" is a service mark of Patra Corporation

Required Signature Pages

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated August 25, 2023, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Cyber Liability

- Crum & Forster Quote ☑ Please bind

Comments:

Client Signature Date signed

County of El Paso

AM Best Non-Admitted Carrier Notification – Crum & Forster

Events of the past several years have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A. M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-.

Certain of your insurance coverages are placed with Crum & Forster Insurance. We placed these coverages for you with Crum & Forster Insurance, which is not admitted to do business in the state of **Texas**, because the coverages could not be obtained through an insurer licensed to do business here. The Insurance Code permits placement of coverage with such non-admitted or surplus lines carriers, as long as it is in accordance with the conditions set forth in the insurance code for that state.

Surplus Lines insurers are not covered by the State's Guaranty Fund, which covers certain losses due to insolvency of insurance companies licensed to do business in our state. We are providing you with the above information so that you can make an informed decision as to whether you wish to continue your coverage with Crum & Forster Insurance.

In the event you choose to stay with Crum & Forster Insurance, please sign below and return this letter to our office. If we do not hear from you within 10 days, we will assume that you do not request any changes in your coverages. If you do need to request changes, please contact our office.

County of El Paso, has reviewed and acknowledged the above.

By: ________________________________ Date: ___________________