I. The TASB Risk Management Fund (Fund) provides privacy and information security coverage for members of the Fund’s Property or School Liability programs as outlined in this Privacy & Information Security Coverage Agreement (Information Security Coverage Agreement). This coverage is contingent on full compliance with the provisions of this Information Security Coverage Agreement, the Contribution and Coverage Summary (CCS), and any other participation agreements between the Fund and the Fund Member.

II. This coverage is provided to Fund Members in accordance with the terms and conditions of this Information Security Coverage Agreement and the Beazley Information Security & Privacy Coverage Form and Endorsements (collectively, the Coverage Agreements) as agreed upon by the Fund with the Fund’s reinsurer, the Beazley Insurance Group. The Beazley Breach Response Services Team and Beazley Nominated Service Providers will provide claim services under the Coverage Agreements. The Fund will pay on behalf of Covered Persons, as defined in this Information Security Coverage Agreement, all losses, costs, and associated expenses covered under the Coverage Agreements, subject to applicable limits, deductible amounts, and exclusions.

III. The Fund is not an insurance company and this document is not a contract of insurance. Rather, this Coverage Agreement is an agreement between the Fund and the Fund Member to pay covered damages and expenses subject to all provisions of the Coverage Agreements and all other participation agreements. You should read the Coverage Agreements to determine what is and what is not covered. Certain provisions contained in these Coverage Agreements will exclude or limit coverage. The terms and definitions of these Coverage Agreements only apply to these Coverage Agreements and do not apply to other Fund coverage agreements.

IV. Covered Person means the Fund Member, any trustee, school board member, student teacher, volunteer, or employee of the Fund Member, while such Covered Person is acting within the course and scope of their duties or employment.

V. The Fund will pay on behalf of the Fund Member for each covered privacy and information security claim, damages and expenses up to:

   a. $100,000 for claim expenses, damages or penalties related to information security, privacy liability and website media content liability, and regulatory and defense penalties or Payment Card Industry (PCI) fines; and
   b. $100,000 for costs for computer expert services, legal services, call center services, public relations consultancy services, credit or identity monitoring services, cyber extortion loss, fraudulent instruction loss, telecommunications fraud, data protection loss and business interruption loss; and
   c. The cost to provide notification for up to 10,000 individuals affected by a data and information breach; or
   d. The limits, in excess of the deductible, as stated in the CCS.

VI. If a claim is made that could be covered under more than one coverage program offered by the Fund, the Fund, in its sole discretion, will determine which coverage program, limits and deductible apply.

VII. All terms and conditions outlined in the Fund’s School Liability Coverage Agreement or Property Coverage Agreement under Other Insurance or Coverage, Fund Member and Covered Person Duties, or Conditions sections apply to coverage provided under the Coverage Agreements.