

Truckers
INSURANCE ASSOCIATES

## CyberRisk

## COVERAGE CHECKLIST FOR PRIVATE, NONPROFIT AND PUBLIC COMPANIES

## Why your clients need our protection

Travelers CyberRisk coverage is a critical component of an overall insurance protection package for any organization. The following checklist illustrates key coverages and features every insured should have as part of their insurance program.

Coverage	Travelers policy	Their policy
Privacy and Security coverage for defense against allegations of:  Failure to prevent a privacy breach Failure to destroy confidential information Failure to comply with its privacy policy Failure to provide notification required by law Unlawful collection Failure to prevent a security breach that resulted in alteration or deletion of confidential information transmission of virus participation in a denial-of-service attack failure to provide access to a computer system	<b>&gt;</b>	
Media coverage for defense against allegations of the following within the insured's content:  Unauthorized use of specified intellectual property rights of others  Improper deep-linking or framing  Misappropriation of ideas under implied contract  Violation of an individual's right to privacy or publicity  Harm to the reputation or character of any person or entity  Regulatory Proceedings	<b>* * * * * * * * * *</b>	
<ul> <li>Defense costs for allegations by any governmental entity</li> <li>Coverage for regulatory fines and penalties that includes most favorable venue language</li> <li>Coverage for violation of the General Data Protection Regulation (GDPR), including the resulting fines and penalties, by endorsement</li> </ul>	*/ */	
<ul> <li>Privacy Breach notification costs for an actual or suspected incident include:</li> <li>24 months of credit or identity monitoring, or longer where required by law</li> <li>Printing and delivery of notice</li> <li>Purchase of an ID Fraud policy</li> <li>Call center services</li> <li>Other services to mitigate loss</li> </ul>	<b>* * * * * * * * * *</b>	
Full Prior Acts coverage provided in most circumstances	<b>√</b>	
Worldwide coverage	<b>√</b>	
Computer and Legal Experts to respond to an actual or suspected incident	$\checkmark$	
Public Relations costs to prevent negative publicity	$\checkmark$	
Costs to restore or recover damaged or destroyed programs, software or data	$\checkmark$	
<b>Betterment:</b> Coverage to purchase hardware or software to improve a system after a breach to reduce the chances of the breach recurring	✓	
Cyber Extortion     Expenses to respond to actual or threatened compromise of the insured's network or data     Includes a threat against the insured entity's own confidential information as well as information of others	<b>*</b>	
<ul> <li>Business Interruption coverage includes options for:</li> <li>System failure and security breach triggers</li> <li>Forensic accounting costs to establish a proof of loss</li> <li>Dependent Business Interruption for technology providers</li> <li>Dependent Business Interruption for other organizations that an insured relies on to run their business</li> <li>Coverage for voluntary shutdown of the insured's computer system</li> </ul>	*/ */ */	

Coverage	Travelers policy	Their policy
Broad definition of confidential information includes:  • Electronic or paper data  • The insured's own information  • Data stored with service providers, including the cloud	<b>*</b>	
Other Insurance  • Breach Response and Business Loss Insuring Agreements are primary to other insurance.	<b>✓</b>	
Computer System includes:  Personal devices used to conduct the company's business Cloud services, software-as-a-service and computer systems operated by other IT providers	<b>*</b>	
Per-Person notification limit available  Once the separate notified individuals limit is exhausted, additional notification costs are paid within the policy aggregate limit.  Once the separate breach coach and forensic costs limit is exhausted, additional costs are paid within the policy aggregate limit.	✓ ✓	
Coverage available for fines, penalties and assessments as a result of a payment card breach	<b>√</b>	
Bodily injury exclusion uses "for" wording	✓	
No exclusion for emotional distress	✓	
Property Damage exclusion uses "for" wording for the Liability and Breach Response insuring agreements	✓	
No exclusion for unsolicited communications resulting from a breach	✓	
Modified War exclusion	<b>√</b>	
Includes pay-on-behalf language for Privacy Breach Notification, Computer and Legal Experts, Cyber Extortion, Data Restoration and Public Relations insuring agreements	✓	
The definition of money includes virtual currency	✓	
Automatic coverage for additional insureds if required to be added by contract	<b>√</b>	
Independent Contractors included as Insured Persons for the Liability insuring agreements	<b>√</b>	
Additional Insuring Agreements available:  Reputation Harm  Telecom Fraud  Social Engineering Fraud  Computer Fraud  Funds Transfer Fraud  Conviction Reward  Employed Lawyers	**************************************	
Innovative value-added pre-breach and post-breach services	✓	



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