

# NetGuard® Plus Cyber Liability

## DESCRIPTION OF COVERAGE



### Third Party Liability Insuring Agreements

#### Multimedia Liability

Liability resulting from claims related to media content and communications, including the creation, publication or dissemination of online or offline media material, including claims alleging copyright/trademark/domain name infringement, invasion of privacy, defamation, libel, slander, plagiarism or personal injury.

#### Security and Privacy Liability

Liability resulting from a security breach or privacy breach, including failure to prevent or hinder such breaches or failure to safeguard electronic or non-electronic confidential information.

#### Privacy Regulatory Defense and Penalties

Liability for regulatory fines and penalties and/or regulatory compensatory awards resulting from violations of various privacy regulations, such as the EU General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act, and privacy regulatory proceedings/investigations brought by federal, state, local or foreign governmental agencies.

#### PCI DSS Liability

Liability for fines, assessments or penalties (including fraud recoveries and card reissuance costs) imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS) or payment card company rules.

#### Bodily Injury Liability

Liability for damages and defense costs resulting from the failure to prevent or avoid bodily injury caused by a security breach or privacy breach.

#### Property Damage Liability

Liability for damages and defense costs resulting from the failure to prevent or avoid property damage caused by a security breach or privacy breach.

#### TCPA Defense

Defense-only coverage for claims alleging violation of the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the CAN-SPAM Act, or any similar federal, state, local or foreign law regulating the use of telephonic or electronic communications for solicitation purposes.

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### First Party Liability Insuring Agreements

#### Breach Event Costs

Reasonable and necessary mitigation costs and expenses incurred as a result of a privacy breach, security breach or adverse media report, including initial breach consultation costs, public relations expenses, notification expenses and 24 months of breach support costs (credit monitoring, identity theft assistance, credit/identity repair and restoration services).

#### Post Breach Remediation Costs

Post-breach remediation costs incurred to mitigate the potential of a future security breach or privacy breach.

#### BrandGuard®

(1) Loss of net profit incurred as a direct result of reputational damage stemming from an adverse media report and (2) notification (including voluntary notification) of a security breach or privacy breach to affected individuals.

#### System Failure

Reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted or stolen, and business income loss and interruption expenses incurred, due to an unplanned outage, interruption, failure, suspension or degradation of service of an insured computer system, including any such incident caused by a hacking attack.

#### Dependent System Failure

Reasonable and necessary amounts incurred to recover and/or electronic data that is compromised, damaged, lost, erased, corrupted or stolen, and business income loss and extra expenses incurred, due to an unplanned outage, interruption, failure, suspension or degradation of service of a service provider computer system that is caused by specified cyber perils, including a denial of service attack, malicious code, and acts of cyber terrorism.

#### Cyber Extortion

Extortion expenses incurred and extortion monies paid as a direct result of a credible cyber extortion threat.

#### Cyber Crime

Coverage for (1) loss of money or securities due to Financial Fraud; (2) loss related to Telecommunications and Utilities Fraud, including charges stemming from the fraudulent use of an insured's telephone system, electricity, water, internet access and cloud computing; and (3) loss related to Phishing Fraud, including loss incurred by your client, customer or vendor, which was paid to an unintended third party due to a phishing scheme.

#### Bricking Loss

Losses incurred to replace computer hardware or electronic equipment that becomes nonfunctional or useless for its intended purpose (but not physically damaged) due to a hacking attack, up to 125% of replacement value.

#### Property Damage Loss

Physical damage to your property caused by or resulting from a hacking attack.

#### Reward Expenses

Reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud or phishing attack.

#### Court Attendance Costs

Reasonable costs incurred to attend mediation, arbitration proceedings, hearings, depositions and trials as a witness relating to the defense of a claim.