

TechGuard® Cyber Liability Insurance Policy
Summary of Changes
(from Lloyd's version P1856TG-0716 to HCC version TG 1000)

This summary of changes shall not represent a comprehensive explanation of any particular policy provision or coverage component. No coverage is provided by this summary, nor shall it be construed to amend, delete, replace or otherwise alter any policy provisions. Please refer to the policy and review it with your insurance broker or advisor.

GENERAL CHANGES	SUMMARY
Policy Redesign	<ul style="list-style-type: none"> New Dec Page Added a Table of Contents New outline/layout Reordering of policy sections
Non-Substantive Changes	Minor, non-substantive changes were made throughout to convert the policy from Lloyd's paper to HCC paper, and new definitions were incorporated into existing provisions, where appropriate. Changes that are not intended to materially alter the intent of coverage will not be specifically addressed in this document; please refer to the policy for full details.
INSURING AGREEMENTS	SUMMARY
Reorganization of Insuring Agreements	Reorganized the Insuring Agreements into two main sections: (1) Technology Services Liability and Cyber Third Party Liability Insuring Agreements (claims-made and reported coverage) and (2) Cyber First Party Insuring Agreements (event discovered and reported coverage).
New Cyber Insuring Agreements	<p>The following new Cyber Insuring Agreements have been added to the Policy (formerly available only by endorsement):</p> <ul style="list-style-type: none"> Bodily Injury Liability Coverage (third party) Property Damage Liability Coverage (third party) TCPA Defense Coverage (third party) Post Breach Remediation Costs Coverage (first party) Dependent System Failure Coverage (first party) Bricking Loss Coverage (first party) Property Damage Loss Coverage (first party) Reward Expenses Coverage (first party) Court Attendance Costs Coverage (first party)
Addition of Knowledge Date Condition to Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements	Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements now include a condition requiring that no Executive has knowledge of <i>“any circumstance, dispute, situation or incident giving rise to a Claim prior to the Knowledge Date shown in the Policy Declarations”</i> .
Deletion of Retroactive Date Condition from certain Cyber First Party Insuring Agreements	<p>The condition requiring events to occur on or after the Retroactive Date has been deleted from the following Cyber Insuring Agreements:</p> <ul style="list-style-type: none"> Breach Event Costs Coverage BrandGuard Coverage System Failure Coverage (fka Network Asset Protection) Cyber Extortion Coverage Cyber Crime Coverage
Revisions to Breach Event Costs Coverage	<ul style="list-style-type: none"> Revised to state that the covered incident must first be discovered by <i>“an executive”</i> rather than discovered by <i>“you or your executive”</i> Eliminated proactive breach costs and voluntary notification sub-limits; this coverage is now provided up to the full limit
Revisions to BrandGuard Coverage	Clarified the coverage trigger by deleting the requirement that the <i>“Adverse Media Report is first discovered by you or your executive, or Notification occurs during the Policy Period”</i> and

	replacing it with a requirement that the Brand Loss result from a “Security Breach or Privacy Breach first discovered by an executive during the Policy Period” .
Revisions to System Failure Coverage (fka Network Asset Protection)	<ul style="list-style-type: none"> Title changed from “Network Asset Protection” to “System Failure” Coverage trigger changed from “Covered Cause of Loss” to “System Failure” and expanded to include Voluntary Shutdowns and administrative or programming errors Clarified that clear evidence of a loss directly resulting from a System Failure must be provided by the insured Revised to state that the System Failure must first be discovered by “an executive” rather than discovered by “you or your executive” Extended Business Interruption Period of Restoration from 4 months to 6 months
Revisions to Cyber Extortion Coverage	Clarified the coverage trigger by replacing the requirement that the Cyber Extortion Threat be “first made against you on or after the applicable retroactive date” with the requirement that the Cyber Extortion Threat be “first discovered by an Executive during the Policy Period” .
Revisions to Cyber Crime Coverage	<ul style="list-style-type: none"> Revised to state that the covered incident must first be discovered by “an executive” rather than discovered by “you or your executive” Built in Expanded Cyber Crime and Cyber Crime Sublimits, including Client Phishing Fraud Loss Sublimit (formerly, these amendments were made by endorsement) Expanded to include Utilities Fraud Coverage (formerly available only by endorsement)
DEFENSE, SETTLEMENT AND INVESTIGATION	SUMMARY
New “Defense Provisions” Section	New section clarifies that defense provisions apply only to Technology Services Liability Coverage and the Cyber Third Party Liability Insuring Agreements.
New “Consent to Settlement Provisions” Section	<ul style="list-style-type: none"> New section clarifies that settlement provisions apply to Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements, except TCPA Defense Coverage Consent to Settlement clause changed from 50/50 split to 70 (HCC)/30 (Insured) split
New “Choice of Counsel” Section	<ul style="list-style-type: none"> Applicable to all Insuring Agreements States that the Company has final decision on selection of counsel States that the Company has no obligation to pay amounts incurred without approval or incurred prior to the Company’s receipt of the claim notice
Conversion to Reimbursement Coverage in Foreign Jurisdictions	Added provisions for the reimbursement of defense costs incurred in any claim brought or maintained in a foreign jurisdiction where the Company is not permitted to defend such claim.
LIMITS OF LIABILITY	SUMMARY
New Limit Sections for Technology Services Liability Coverage and Cyber	Organized the Limits of Liability provisions for Technology Services Liability Coverage and Cyber into separate and distinct paragraphs.
Additional Defense Costs Limit	<ul style="list-style-type: none"> The purchase of this enhancement will now be indicated on the Dec Page, and the terms and conditions have been built into the policy.

	<ul style="list-style-type: none"> The Additional Defense Costs Limit will not apply to the following new Cyber Insuring Agreements: <ul style="list-style-type: none"> Property Damage Liability Coverage Bodily Injury Liability Coverage TCPA Defense Coverage
Breach Event Costs Outside the Limit Enhancement	Purchase of this enhancement will now be indicated on the Dec Page, and the terms and conditions have been built into the policy.
Related Claims	Revised to clarify that multiple claims arising out of the same event, or related events, will be treated as one claim.
DEDUCTIBLE AND WAITING PERIOD	SUMMARY
Deductible	Replaced “Retention” with “Deductible”; no change in how it is applied.
Cyber Aggregate Deductible	Addition of a new clause to describe the Cyber Aggregate Deductible optional enhancement (the maximum aggregate deductible the Insured will be obligated to pay during the policy period for Cyber claims; does not apply to Technology Services Liability Coverage).
Related Claims	Revised to clarify that all claims arising out of the same event, or related events, will be considered a single claim, and only one Deductible will apply, regardless of the number of Insuring Agreements.
TERRITORIAL LIMITS	SUMMARY
Clarification of Worldwide Coverage	As to all Insuring Agreements except Property Damage Loss Coverage, language has been added to clarify that the Policy provides worldwide coverage only where legally permissible.
Revisions to address new Property Damage Loss Coverage	Added language to expressly state that Property Damage Loss Coverage applies only to Covered Property and Operations at an Insured Location.
AMENDED DEFINITIONS	SUMMARY
Act of Cyber Terrorism	Generally revised for clarification.
Application	<ul style="list-style-type: none"> Amended to include supplemental applications; Amended to insert the word “direct” before “renewal or replacement” to clarify intent relating to continuity of coverage
BPO Service Provider	Revised to replace “ independent contractor ” with “ third party ”.
Breach Support and Credit Monitoring Expenses	<ul style="list-style-type: none"> Expanded to cover 24 months of credit monitoring (increased from 12 months); Expanded to include identity and healthcare record monitoring; Expanded to include identity repair/restoration services and fraud alerts
Claim	Revised to add language pertaining to new Insuring Agreements.
Computer System	Revised to include “smart devices”.
Cyber Extortion Expenses	Revised to include the costs to retain an IT security firm to determine the validity and severity of an extortion threat.
Cyber Extortion Monies	Revised to include bitcoin or digital currency of any kind.
Cyber Extortion Threat	<ul style="list-style-type: none"> Revised to include a threat to “steal, alter, reveal or publicly disclose” private information of third parties Expanded to include the following coverage triggers: <ul style="list-style-type: none"> a threat to infect an insured computer system with ransomware; a threat to perpetrate or carry out a phishing attack; a threat to steal, alter, reveal, publicly disclose or misuse an insured’s own private information; and

	<ul style="list-style-type: none"> ▪ a threat to damage the Named Insured's reputation on social media websites or platforms
Damages	<ul style="list-style-type: none"> • Expanded to include awarded attorneys' fees/costs and liquidated damages, where insurable; • Deleted Most Favorable Law provisions (this language is now built into Section XVIII.(H) of the new policy form)
Data	Deleted <i>"that is subject to back-up procedures"</i> .
Digital Assets	Revised to apply to Dependent System Failure Coverage.
Digital Assets Loss	<ul style="list-style-type: none"> • Expanded to include research costs incurred in recreating Digital Assets; • Deleted all excluded items (this language is now built into Section IX. Exclusions as to All Cyber First Party Insuring Agreements and Section XII. Exclusions as to System Failure Coverage and Dependent System Failure Coverage)
Employee	Expanded to include interns.
Executive	Revised to include <i>"or any person in a functionally equivalent position"</i> .
Financial Fraud	<ul style="list-style-type: none"> • Revised to replace <i>"Phishing Attack"</i> with <i>"Phishing Fraud"</i> as the coverage trigger; • Expanded to apply to <i>"any Financial Account"</i> (previously, this amendment was applied via endorsement)
Financial Fraud Loss	Expanded to add loss incurred to reimburse clients/customers for the theft of their own money or securities as a result of Financial Fraud, if such reimbursement is made with the Company's approval.
First Party Insured Event	Revised to add language pertaining to new Insuring Agreements.
Income Loss	<ul style="list-style-type: none"> • Revised to apply to Dependent System Failure Coverage; • Deleted all excluded items (this language is now built into Section IX. Exclusions as to All Cyber First Party Insuring Agreements and Section XII. Exclusions as to System Failure Coverage and Dependent System Failure Coverage)
Insured	<ul style="list-style-type: none"> • Revised to incorporate the existing language contained in the Who Is Insured section of the prior policy form; • Expanded to include court-appointed receivers, but only while acting as such; • Parties added by contractual requirement – now such parties are covered for acts of any other Insured (prior form limited coverage to the acts of the Named Insured, Subsidiary, employees or executives only); • Subsidiaries – now covers acts/events occurring while a Subsidiary is <i>"under Managerial Control"</i> rather than while <i>"owned"</i> by the Named Insured
Insured Computer System	<ul style="list-style-type: none"> • As to Privacy Regulatory Coverage, PCI DSS Liability, Breach Event Costs and Cyber Extortion, the definition has been expanded to include computer systems operated by BPO service providers and Outsourced IT service providers; • As to Bodily Injury Liability and Property Damage Liability, the definition has been expanded to include Business Equipment but only while owned and operated by the Named Insured or a Subsidiary; • Deleted requirement that service providers must be providing hosted computer application services; • Added "Insured Telecommunications Systems"

Insured Telecommunications System	Revised to require that the system must be under the Named Insured's (or Subsidiary's) direct operational control.
Interruption Expenses	Deleted all excluded items (this language is now built into Section IX. Exclusions as to All Cyber First Party Insuring Agreements and Section XII. Exclusions as to System Failure Coverage and Dependent System Failure Coverage).
Notification	Expanded to include voluntary notification.
Notification Expenses	<ul style="list-style-type: none"> Deleted legal expenses, forensic expenses and investigation expenses (these are now covered as "Privacy Breach Response Costs"); Expanded to apply to voluntary notification by deleting requirement that notification must be required by law; Clarified covered items to include printing costs, mailing expenses and the costs to engage a third party to execute breach notification
Outsourced IT Service Provider	<ul style="list-style-type: none"> Revised to replace "independent contractor" with "third party"; Expanded to include "Cloud Providers"
PCI DSS Demand	Expanded to include requests for information received from banks or card associations regarding a suspected security breach or privacy breach.
PCI DSS fines and assessments	<ul style="list-style-type: none"> Expanded to include mandatory audit costs; Deleted "owned by an Insured under the terms of a Merchant Service Agreement" and replaced with "which an Insured is legally obligated to pay under the terms of a Merchant Service Agreement"
Period of Indemnity	<ul style="list-style-type: none"> Revised to apply to Dependent System Failure Coverage; Added language to clarify that the period of indemnity will not be affected by the expiration of the policy period.
Period of Restoration	Added language to clarify that the period of restoration will not be affected by the expiration of the policy period.
Personally Identifiable Information	Expanded to include "financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in privacy regulations" .
Policy Period	Added language to clarify that the policy period does not include any ERP or the 60-day period after the policy expiration date during which claims can be reported.
Privacy Breach	Expanded to include the theft or loss of private information stored on data storage devices or mobile devices, including devices owned and operated by employees and executives.
Privacy Breach Response Costs	<ul style="list-style-type: none"> Revised to clarify covered items, including initial breach consultation costs, PR expenses, legal fees and IT forensic fees; Expanded to include overtime for non-exempt employees to handle breach inquiries
Privacy Regulations	Expanded to include foreign laws, including the EU General Data Protection Regulation.
Privacy Regulatory Proceeding	<ul style="list-style-type: none"> Expanded to include regulatory requests for information, actions and investigations; Expanded to include actions by foreign governmental agencies;

	<ul style="list-style-type: none"> Added language to clarify that PCI DSS Demands and TCPA Claims do not constitute Privacy Regulatory Proceedings
Private Information	Generally revised for clarification.
Property Damage	As to Bricking Loss Coverage, language has been added to expressly state that the loss of use of hardware/equipment caused by a Bricking Event shall not constitute Property Damage.
Regulatory Compensatory Award	Expanded to include consumer redress funds.
Regulatory Fines and Penalties	<ul style="list-style-type: none"> Expanded to include fines/penalties imposed by foreign governmental agencies; Added language to clarify that amounts deemed uninsurable under applicable law are expressly excluded
Security and Privacy Wrongful Act	<ul style="list-style-type: none"> Added the allegation of <i>“failure to timely disclose a privacy breach”</i> as a coverage trigger; Generally revised for clarification
Security Breach	<ul style="list-style-type: none"> Expanded to include the physical theft or loss of a data storage device or mobile device as a coverage trigger; Incorporated new definition of “Hacking Attack”
Special Expenses	Deleted all excluded items (this language is now built into Section IX. Exclusions as to All Cyber First Party Insuring Agreements and Section XII. Exclusions as to System Failure Coverage and Dependent System Failure Coverage).
Subsidiary	Revised generally for clarification and to incorporate new defined term “Managerial Control”.
Takeover	Revised to add acquisition of the Named Insured by “Managerial Control” as a takeover event.
Waiting Period	Revised to apply to Dependent System Failure Coverage.
Wrongful Act	Revised to add language pertaining to new Insuring Agreements.
NEW DEFINITIONS	SUMMARY
	<p>The following definitions have been added:</p> <ul style="list-style-type: none"> Actual Cash Value Approval Bodily Injury Claim Bodily Injury Wrongful Act Bricking Event Bricking Loss Business Equipment Client Account Client Phishing Fraud Client Phishing Fraud Loss Cloud Provider Court Attendance Costs Covered Property Crypto-jacking Defense Costs (replaces “Claim Expenses”) Dependent Business Interruption Loss Dependent System Failure Escrow Account Extra Expenses Financial Account Hacking Attack Informant Initial Breach Consultation Costs (Initial Breach Consultation Costs will be not subject to a Deductible if

	<p>pre-approved counsel is retained to provide initial breach response advice)</p> <ul style="list-style-type: none"> • Insured Location • Managerial Control • Post Breach Remediation Costs • Occurrence • Operations • Phishing Fraud • Products • Property Damage Claim • Property Damage Wrongful Act • Regulatory Authority • Reward Expenses • Service Provider System • System Failure (replaces “Covered Cause of Loss”) • TCPA Claim • TCPA Violation • Unauthorized Trading • Utilities Fraud • Utilities Fraud Loss • Voluntary Shutdown • Your Account • Your Phishing Fraud Loss • Your Privacy Policy
DELETED DEFINITIONS	SUMMARY
	<p>The following definitions have not been added to the new policy form:</p> <ul style="list-style-type: none"> • Act of Terrorism • Claim Expenses (replaced with “Defense Costs”) • Computer Hardware • Computer Program • Computer Virus • Covered Cause of Loss (replaced with “System Failure”) • Delivered Programs • Electronic Media • Extended Reporting Period • Firmware • Internet • Malicious Code • Phishing Attack Loss • Privacy Policy (replaced with “Your Privacy Policy”) • Proactive Privacy Breach Response Costs • Proactive Privacy Breach Response Costs Sub-Limit • Retention (now using “Deductible”) • Retroactive Date • Unauthorized Access • Unauthorized Use • Voluntary Notification Expenses • Voluntary Notification Expenses Sub-Limit
AMENDED EXCLUSIONS	SUMMARY OF CHANGES
General Changes	<ul style="list-style-type: none"> • Reorganized exclusions into multiple sections – general exclusions (applicable to all Insuring Agreements) and exclusions relating to specific Insuring Agreements; • Renumbered exclusions; • Revised certain exclusions to incorporate new definitions
Intentional Acts	<ul style="list-style-type: none"> • Deleted “intentional violation of privacy policy”; • Added “non-appealable” to final adjudication language

	<ul style="list-style-type: none"> Clarified the existing exceptions
Insured vs. Insured	Generally clarified the language of the two existing exceptions.
Bodily Injury/Property Damage	<ul style="list-style-type: none"> Combined BI and PD exclusions into one exclusion; Replaced “based upon, arising from, or in any way involving” with “for”; Added an exception for Bodily Injury Claims, Property Damage Claims and Occurrences under Property Damage Loss Coverage.
Infrastructure Failures	Clarified intent of the exclusion in the context of broader System Failure coverage; now excludes electrical failures and regional, countrywide or global outages to utilities or infrastructure.
Liability Assumed under Contract	Clarified the exception for any liability or obligation an Insured would have in the absence of such contract.
Breach of Contract	<ul style="list-style-type: none"> Clarified the exception for any liability or obligation an Insured would have in the absence of such contract; Added exceptions for unintentional breach of PCI merchant services agreement as to PCI DSS Liability Coverage, unintentional breach of NDAs as to Security & Privacy Liability Coverage and breach of a promise to protect confidentiality of private information as to the entire policy
Unauthorized Trading	Removed definition of “Unauthorized Trading” and incorporated it into the Definitions section.
Pollution	Added an exception for Bodily Injury Claims and Property Damage Claims.
Violation of Securities Laws	<ul style="list-style-type: none"> Incorporated the language of the prior policy form’s exclusion 22; Added an exception for any Privacy Regulatory Proceeding or Security and Privacy Liability claim alleging violation of SEC Regulation S-P or similar rules or regulations under securities laws concerning the security, access or use of private information obtained in a securities transaction.
FCC, FTC, SEC Enforcement	<ul style="list-style-type: none"> Expanded exclusion to include enforcement of foreign laws; Clarified the language of the existing exception
Employment Practices	Generally clarified the language of the existing exception.
ERISA/Pension Fund Violations	<ul style="list-style-type: none"> Clarified the language of the existing exception; Added exception for claims under Security & Privacy Liability, Privacy Regulatory and Breach Event Costs
War/Civil War	Added an exception for Acts of Cyber Terrorism.
Unfair Competition/Deceptive Trade Practices	<ul style="list-style-type: none"> Expanded unfair competition exception to apply to claims under Security & Privacy Liability Coverage or Privacy Regulatory Coverage; Expanded deceptive trade practices exception to apply to “Privacy Regulatory Proceedings”; Added an exception for “Privacy Injury” allegations that form a part of a claim under Technology Services Liability Coverage
Natural Disasters/Physical Events	<ul style="list-style-type: none"> Limited exclusion to apply to Cyber First Party Insuring Agreements only; Added an exception for Occurrences under Property Damage Loss Coverage.
NEW EXCLUSIONS	SUMMARY OF CHANGES

	<p>As to all Insuring Agreements, added an exclusion for the cessation of business activities due to a shutdown by order of any public authority for whatever reason.</p>
	<p>As to all Cyber First Party Insuring Agreements, added the following exclusions:</p> <ul style="list-style-type: none"> • business interruption loss or costs/expenses resulting from lost productivity, including the throttling or capping of bandwidth by an internet or mobile data service provider, due to utilities fraud; • liabilities to third parties and sanctions, fines or penalties
	<p>As to System Failure and Dependent System Failure Coverage, added the following exclusions:</p> <ul style="list-style-type: none"> • costs to repair or replace hardware; • costs of repairing or upgrading a service provider system; • exclusions contained in the prior form's definitions of "Digital Assets Loss", "Income Loss", "Interruption Expenses" and "Special Expenses"
	<p>As to Cyber Crime Coverage, built in exclusion from Expanded Cyber Crime endorsement (loss of other property resulting from credit card fraud).</p>
	<p>As to Bodily Injury Liability Coverage and Property Damage Liability Coverage, added an exclusion for any actual or alleged warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of products, or the providing of, or failure to provide, warnings or instructions for products.</p>
	<p>As to Property Damage Loss Coverage, added the following exclusions:</p> <ul style="list-style-type: none"> • Any amounts covered in whole or in part under other insurance; • Costs to upgrade, redesign, reconfigure or maintain an insured computer system to a level of functionality beyond that which existed prior to a hacking attack; • Loss of market or loss of use; • Loss, damage or deterioration resulting from delays; • Loss, damage, cost or expenses caused by or resulting from malicious use of pathogenic or poisonous biological or chemical materials; • Loss resulting from the lack of specified utilities or services; however, there is an exception for outages to such specified utilities or services if under the Named Insured's (or a Subsidiary's) direct operational control, and the outage is caused by a hacking attack; • Loss resulting from damage caused by changes in temperature or humidity
DELETED EXCLUSIONS	SUMMARY
	<p>Prior knowledge (Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements now contain a condition of coverage pertaining to prior awareness of events/incidents leading to a claim)</p>
	<p>Acts occurring before the Retroactive Date (Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements contain a condition of coverage requiring that acts occur on or after the retroactive date)</p>
	<p>Claims reported to prior carriers</p>
	<p>Activities for any business other than Named Insured's business</p>

Other Insurance	<ul style="list-style-type: none"> • Converted to primary insurance for all Cyber First Party Insuring Agreements except Property Damage Loss Coverage; • Maintained excess insurance provisions for Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements; • Added a new section called “Contingent Insurance – Property Damage Loss Coverage” which states that such coverage applies only in the absence of other valid and collectible insurance.
Cancellation by the Named Insured and Cancellation by the Underwriters	<p>These clauses have been consolidated into one section called “Cancellation” with the following updates:</p> <ul style="list-style-type: none"> • Deleted 25% minimum earned premium; • Removed the language providing for no return premium if a claim or potential claim is reported; • Increased notice period if the Company cancels for any reason other non-payment of premium from 30 days to 60 days
Created or Acquired Subsidiaries	<p>This clause has been moved into a new section called “Material Changes” with the following updates:</p> <ul style="list-style-type: none"> • Increased revenue threshold for automatic coverage from 15% to 20%; • Clarified that coverage for acquired or created subsidiaries with revenues below the 20% threshold will be automatically included as Insureds “for the duration of the policy period”; • Increased the period of automatic coverage for acquired or created subsidiaries with revenues exceeding the 20% threshold from 60 days to 90 days; also added language to reinforce that the Company has the option to provide coverage beyond 90 days if notice is provided to the Company within 60 days AND the Named Insured accepts any terms, conditions, exclusions, limitations and additional premium, if any, imposed by the Company; • Added provisions to clarify that the Policy shall not apply to acts or events occurring before the creation or acquisition of a Subsidiary
Coverage in the Event of a Takeover and Change of Control Extended Reporting Period (ERP)	<ul style="list-style-type: none"> • Clarified how takeover ERP applies: a) as to Technology Services Liability Coverage and all Cyber Third Party Liability Insuring Agreements, wrongful acts must occur on or after the retroactive date and prior to the takeover, and b) as to all Cyber First Party Insuring Agreements, events must occur during the policy period but before the effective date of the takeover; • Now requires payment of Change of Control ERP premium within 30 days from the Named Insured’s written request to bind Change of Control ERP coverage (previously, the request to purchase Change of Control ERP coverage and premium payment were both due within 30 days of the policy expiration date).
NEW POLICY SECTIONS	SUMMARY
	<p>Property Damage Loss Adjustment and Settlement</p> <p>Conditions as to Property Damage Loss Coverage</p> <p>The following new Policy Conditions have been added:</p> <ul style="list-style-type: none"> • Non-Renewal • Most Favorable Law • Action Against the Company

	<ul style="list-style-type: none"> • Authorization Clause • Representations (replaces “Warranty by the Named Insured”) • Bankruptcy or Insolvency • Office of Foreign Assets Control • Headings (replaces “Words and Titles of Paragraphs”) • Policy Conformance
	Material Changes – new section to incorporate “Created or Acquired Subsidiaries” and “Sold Subsidiaries” provisions from the prior policy form
	Currency and Payments
DELETED POLICY SECTIONS	SUMMARY
Who is Insured	Deleted this policy section in its entirety and replaced it with a new definition of “Insured”.
Innocent Insured Provision	Deleted this policy section in its entirety.
Words and Titles of Paragraphs	Deleted this policy section in its entirety and replaced it with a new policy section called “Headings”.
Service of Suit	Deleted this policy section in its entirety; a TMHCC Service of Suit clause will be added by endorsement.
Warranty by the Named Insured	Deleted this policy section in its entirety and replaced it with new Conditions called “Representations” and “Entire Agreements”; however, the additional warranties as to Technology Services Liability Coverage which were contained in the prior form have not been added to the new policy form.