

TECH SECURE vs. TechGuard Coverage Comparison

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

	TECH SECURE (TEO 11.2017)	TechGuard® Cyber Liability (TEO 5.2020)
General Terms & Conditions		
Claims-Made and Reported Third Party Liability Coverage	Yes	Yes
Event-Discovered and Reported First Party Coverage	Yes	Yes
Subject to Retention/Deductible	Yes, retention	Yes, deductible (does not reduce the limit)
Cyber Aggregate Deductible	No	Yes, 3x of claim deductible (does not apply to Tech E&O)
Mediation of Claims Retention Credit	Yes, retention decreased by 50%, up to \$15K, if claim is resolved through mediation	No
Consent to Settle Provisions	Yes, 50/50 split if Insured refuses to settle	Yes, 70(HCC)/30 (Insured) split if Insured refuses to settle
Defense within Limits	Yes	Yes
Separate Defense Costs Limit & Breach Event Cost Limit	No	Available as policy enhancements
Who is Insured	The Named Insured; partners, principals, officers, directors, members and employees; contract, temporary and leased personnel; domestic partners of an Insured (but only by reason of his/her status as such); estates, heirs, assigns and legal representatives of any Insured in the event of death, incapacity or insolvency; subsidiaries; debtor-in-possession of any insured entity; and independent contractors (for Third Party Coverage only)	The Named Insured; subsidiaries; executives, trustees, court-appointed receivers and employees (including volunteers, interns, seasonal, temp and leased workers; if insured entity is a partnership, LLP or LLC, any partner, principal, stockholder or owner; any agent or independent contractor; and any person/entity the Named Insured is required by written contract to cover, but only for the acts of other insureds; also includes a spousal/domestic partner extension
Coverage Territory	Applies to Wrongful Acts committed anywhere in the world, but Claims must be made against an Insured in the USA, its territories/possessions, or Canada	All coverage except Property Damage Loss applies to Claims made, Wrongful Acts committed and First Party Insured Events occurring anywhere in the world, if legally permissible. Property Damage Loss Coverage applies only to Covered Property and Operations at an Insured Location
Notice Provisions	As soon as practicable, but no later than 60 days after the end of the Policy Period or during the ERP, if applicable	As soon as practicable, but no later than 60 days after the end of the Policy Period or during the ERP, if applicable
Optional circumstance reporting for potential Third Party Claims	Yes	Yes
Other Insurance Provisions	Entire policy is excess insurance	All First Party Coverage except Property Damage Loss is primary insurance; all Third Party Coverage is excess insurance; and Property Damage Loss Coverage is contingent insurance
Tail Options	1 year for 100% AP; 2 years for 150% AP; 3 years for 185% AP and 6 years for 250% AP	1 year for 100% AP; 2 years for 150% AP; and 3 years for 200% AP
Coverage for Created/Acquired Subsidiaries; Material Changes	90 days of automatic coverage for new subsidiaries whose revenues exceed 20% of the Named Insured's revenues; AP may be required to extend coverage beyond 90 days	Automatic coverage for the duration of the Policy Period for new subsidiaries whose revenues do not exceed 20% of the Named Insured's revenues. 90 days of automatic coverage for new subsidiaries whose revenues exceed 20% of the Named Insured's revenues; AP may be required to extend coverage beyond 90 days

TECH SECURE vs. TechGuard Coverage Comparison

Run-off coverage in the event of a Takeover	Yes, until the policy's natural expiration date	Yes, until the policy's natural expiration date
Technology Services Liability	Included	Included
Duty to Defend Coverage	Yes	Yes
Broad definition of "Tech Services"	Yes	Yes
Covers liability for Technology Products	Yes	Yes
Covers Telecommunications Services	Silent	Yes
Covers liability for unintentional breach of contract	Yes	Yes
Covers liability for privacy injury and personal/proprietary injury	Silent	Yes
Security & Privacy Liability	Included	Included
Duty to Defend Coverage	Yes	Yes
Covers unauthorized access/use	Yes	Yes
Covers virus transmissions and denial of service attacks	Yes	Yes
Covers liability assumed under contract	No	Yes
Covers electronic and non-electronic data loss	No, applies to electronic data only	Yes
Covers data held by service providers	No, extends only to data held by independent contractors	Yes
Multimedia Liability	Included	Included
Duty to Defend Coverage	Yes	Yes
Covers defamation, libel, slander	Yes	Yes
Covers violation of privacy, false light, commercial appropriation	Yes	Yes
Covers plagiarism, piracy and trademark/copyright infringement	Yes	Yes
Covers liability assumed under contract	No, expressly excluded	Yes
Privacy Regulatory Coverage	Included	Included
Duty to Defend Coverage	No, reimbursement coverage with the Company's prior approval; the Company has the right, but not the duty, to defend	Yes
Covers federal, state, local proceedings/investigations	Yes	Yes
Covers foreign proceedings/investigations (including EU GDPR)	No	Yes
Covers fines & penalties	Yes	Yes
Covers compensatory awards, redress funds	No	No
PCI DSS Liability	Included	Included
Duty to Defend Coverage	Yes, but coverage for PCI Fines/Penalties and Investigation Costs is provided on a reimbursement basis	Yes
Covers PCI DSS non-compliance fines & penalties	Yes	Yes
Covers fraud recoveries, card reissuance costs and compliance costs	No	Yes
Bodily Injury Liability Coverage	Not Included	Included
Property Damage Liability Coverage	Not Included	Included
TCPA Defense Coverage	Not Included	Included
Breach Event Costs Coverage	Included as Crisis Management Response Coverage	Included
Covers initial breach consultation costs	Yes, retention applies	Yes, with first dollar coverage
Covers public relations expenses	Yes	Yes
Covers legal expenses	Yes	Yes
Covers IT forensics/computer security expert fees	Yes	Yes
Covers notification expenses	Yes	Yes
Covers voluntary notification expenses	Yes	Yes

TECH SECURE vs. TechGuard Coverage Comparison

Covers breach support costs (credit monitoring, ID theft assistance, credit/identity repair and restoration services)	Yes	Yes, for maximum of 24 months
Post Breach Remediation Costs Coverage	Not Included	Included
BrandGuard Coverage	Not Included	Included
System Failure	Included as Business Interruption and Extra Expense Coverage and Digital Asset Protection Coverage	Included
Broad coverage for any unplanned outage, interruption or failure, including those resulting from a hacking attack	No, coverage is limited to acts of terrorism, denial of service attacks, unauthorized access/use, and negligence of a qualified service provider	Yes, provided the event is not a regional, countrywide or global outage/failure
Covers data recovery	Yes	Yes
Covers business interruption income loss	Yes	Yes
Covers extra/special expenses	Yes	Yes
Covers employee time to restore/recover data	Silent	Yes
Data recovery coverage period	Data recovery costs must be incurred during the Policy Period	Maximum 12 months from the date the System Failure was discovered
Business interruption waiting period	Varies	8 hours
Business interruption period of restoration	Maximum 4 months from the date the notice of loss is provided to the Company	Maximum 6 months from the date the System Failure began
Dependent System Failure	Not Included	Included
Cyber Extortion Coverage	Included	Included
Covers ransom payments	Yes	Yes
Covers demands for goods or services	Yes	Yes, as to demand for goods (form uses "other property"); no, as to demand for services
Covers extortion expenses	Yes	Yes
Cyber Crime Coverage	Included as Computer Crime & EFT Fraud Coverage	Included
Covers wire transfer fraud	Yes	Yes
Covers telecommunications and utilities fraud	No	Yes
Covers phishing fraud	No	Yes
Covers the fraudulent opening, crediting or debiting of an unauthorized account in the name of the Named Insured	Yes	No
Covers the loss of debit or credit information of an account owned by the Named Insured	Yes	No
Covers amounts reimbursed to 3rd parties for their losses resulting from phishing fraud	No	No
Bricking Loss Coverage	Not Included	Included
Property Damage Loss Coverage	Not Included	Included
Reward Expenses Coverage	Not Included	Included
Court Attendance Costs Coverage	Not Included	Included
Subpoena Response Assistance Coverage	Included	Not Included