



**HUDSON**  
INSURANCE GROUP®

# HUDSON PROFESSIONAL LIABILITY

## TECHNOLOGY SERVICES FACT SHEET

### HYPER | Drive® 2.0 technology services with CyberInfusion®

#### Third-Party Liability

- Error, omission or negligent act
- Breach of representation or warranty
- Intellectual Property (no trade secret coverage except as specified for Commercial Confidential Information, no patent)
- Personal Injury, privacy and security

in the Named Insured's Technology Services or business operations (business operations coverage applies only to: Personal Injury, privacy and security)

#### Third-Party Technology Services Include

- Consult, design, develop, manufacture, sell and program systems for others including networks, hardware, software as a service, cloud computing, web services, wireless applications, electronic and digital devices/components
- Manage, operate, administer and host technology, cloud computing, systems or computing facilities of others; Store, warehouse, mine and process data for others; Install, service and support systems of others
- Internet or networked activities performed for others
- Activities performed on Insured's website; Activities creating, maintaining, disseminating Hosted Web Content of a Named Insured
- the Named Insured's own advertising of covered services

#### Optional CyberInfusion: First-Party and Business Interruption

- Breach Response Expenses
- Content Restoration Expenses
- Cyber Extortion Expenses
- PCI-DSS/PA-DSS Fines

caused by a Security Breach in the Named Insured's business operations

- Business Interruption caused by a Security Event in the Named Insured's business operations

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**Policy Features**

- Aggregate Limit up to \$10 Million primary or \$10 Million Excess
- Coverage for Privacy regulatory defense and imposed civil fines or penalties; Limits available up to the policy aggregate
- Coverage for non-voluntary consumer redress imposed in a covered privacy regulatory action
- Most favorable venue for punitive damages, where insurable
- 50/50 hammer clause
- Coverage for Commercial Confidential Info, Trusted Party (vendor) and employee personally identifiable info
- Coverage for subsidiaries, with more than 50% ownership interest
- Automatic coverage for new subsidiaries, subject to notice and approval
- Coverage for specified independent contractors

The information contained in this brochure is for general information only and shall not modify the terms of any insurance policy. Business is written on an admitted basis through Hudson Insurance Company and on a non-admitted basis through Hudson Specialty Insurance Company and Hudson Excess Insurance Company.



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# HUDSON PROFESSIONAL LIABILITY

## TECHNOLOGY SERVICES CHECKLIST

HYPER | Drive® 2.0 technology services with CyberInfusion®

Us Others

### Third-Party Liability

#### E&O in Technology Services

- Error, omission or negligent act
- Breach of representation or warranty as to fitness, quality, performance and use of Technology Services

#### Content in Technology Services

- Copyright, trademark, plagiarism, title, slogan, trade name, service mark, service name, trade dress, misappropriation of ideas under implied contract
- Piracy, when it directly relates to copyright or trademark infringement
- Misuse of intellectual property in Content, when it results in the kind of intellectual property offenses listed in this section

#### Security Injury in Technology Services and Business Operations

- Failure to prevent unauthorized access, use, repudiation of access, tampering, introduction of malicious code into data or systems
- Failure to prevent identity theft or credit/debit card fraud
- Failure to prevent the theft, unauthorized or illegal exposure of a Person's personally identifiable information or Commercial Confidential Information that resides in or on Insured's laptops, devices or other media containing Content or that is in the care of a Trusted Party
- Failure to prevent unauthorized access to or unauthorized use of Commercial Confidential Information
- Claims brought by employees if claim relates to disclosure of employee's personally identifiable info by employer due to a Security Injury described above
- Failure to prevent denial of service attack

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(coverage checklist, page 2 of 6)

Us Others

**Personal Injury in Technology Services and Business Operations**

- As a result of Content: defamation, harm to feelings, infliction of emotional distress, trade libel, disparagement or harm to character or reputation, product or service disparagement, outrage or outrageous conduct
- Invasion of privacy, infringement of publicity rights, commercial appropriation of name or likeness, wireless signal interception, eavesdropping
- Wrongful entry or eviction, trespass, other invasion of right of private occupancy
- False arrest, detention, imprisonment, malicious prosecution, mousetrapping

**Technology Services**

- Consult, design, develop, manufacture, sell and program systems for others, including networks, hardware, software as a service (SaaS), cloud computing, web services, wireless applications, electronic and digital devices/components
- Manage, operate, administer and host technology, cloud computing, systems or computing facilities of others
- Store, warehouse, mine and process data for others
- Install, service and support for systems of others
- Internet or networked activities performed for others
- Activities performed on Insured's website
- Activities creating, maintaining and disseminating Hosted Web Content of a Named Insured
- Named Insured's own advertising of covered services

**Defense and Settlement**

- Carrier has the right to select counsel
- Insured cannot settle without carrier's consent; Carrier cannot settle if First Named Insured objects; 50% hammer clause applies

**Optional Third-Party Liability Extension**

**Optional Bodily Injury and Property Damage Extension**

- Bodily injury and property damage resulting from Content in Technology Services
- Bodily injury and property damage resulting from Content and hardware design in Technology Services



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(coverage checklist, page 3 of 6)

Us Others

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**Optional CyberInfusion First-Party**

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**Breach Response Expenses caused by a Security Breach in Business Operations**

- Sublimit and retention apply
- Costs, including legal fees, for the Insured to notify Persons of a breach of the privacy of their personally identifiable information that was in the Insured's or Trusted Party's care, custody and control
- The Insured's public relations activities that are solely intended to mitigate a material impact to the Named Insured arising out of a Security Breach substantially publicized by the news media
- Costs, including forensic and investigative expenses, billed to the Named Insured by others the Insured engages to determine the origin, extent and duration of a Security Breach
- The Named Insured's costs to provide up to 2 years of credit monitoring services, including fraud alerts to affected Persons because of a Security Breach
- The Named Insured's costs for identity restoration and credit repair services for identity or credit injury to a Person caused by a Security Breach
- The Named Insured's costs for a call center to manage Security Breach inquiries
- The Named Insured's costs for voluntary payment of restitution to Persons, when no Claim has been made by those Persons, who have lost money because of a Security Breach when payment is made to prevent a Claim
- All coverages above are subject to carrier's prior written consent and must be incurred and paid by Named Insured within 12 months of Insured's first discovery of the Security Breach
- Subject to carrier's written approval, costs of efforts within the first 24 hours of Insured's discovery of a Security Breach to re-secure the personally identifiable information of affected Persons and Commercial Confidential Information

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**Content Restoration Expenses caused by a Security Breach in Business Operations**

- Sublimit and retention apply
- Costs to restore or recreate Content when the Content was maintained in Insured's or Trusted Party's care and damaged or destroyed as a result of Security Breach
- All coverages above are subject to carrier's prior written consent and costs must be incurred by Named Insured within 12 months of Insured's first discovery of the Security Breach



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(coverage checklist, page 4 of 6)

Us Others

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**Cyber Extortion Expenses caused by a Security Breach in Business Operations**

- Sublimit and retention apply
- Reasonable and necessary money paid by Named Insured to a third party reasonably believed to be responsible for the Security Breach when payment is made for the purpose of terminating the Security Breach
- Reasonable and necessary investigative expenses billed to the Named Insured by a third party the Insured engaged to determine the credibility of, feasibility of, source of and potential harm caused by the Security Breach
- Subject to carrier's written approval before offered, a reward paid to a third party by the Named Insured to eliminate Security Breach or to obtain information that results in arrest and conviction of third party responsible for Security Breach

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**PCI-DSS/PA-DSS Fines caused by a Security Breach in Business Operations**

- Sublimit and retention apply
- A fine the Named Insured is legally obligated to pay based on the Named Insured's non-compliance with the Payment Card Industry Data Security Standards and Payment Application Data Security Standards and that is assessed against the Named Insured by American Express, Discover Financial Services, JCB International, MasterCard Worldwide or Visa, Inc. or by the Named Insured's acquiring bank with which the Named Insured has a merchant account and which processes the Named Insured's payment card transactions.

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**For Breach Response Expenses, Content Restoration Expenses and PCI-DSS/PA-DSS Fines, Security Breach means**

- Failure to prevent exposure of, unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into data or systems
- Failure to prevent identity theft or credit/debit card fraud
- Failure to prevent the theft, unauthorized or illegal exposure of a Person's personally identifiable information or Commercial Confidential Information that resides in or on Insured's laptops, devices or other media containing Content or that is in the care of a Trusted Party
- Failure to prevent unauthorized access to or unauthorized use of Commercial Confidential Information



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Us Others

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**For Cyber Extortion Expenses, Security Breach means**

- A credible threat by a third party (not a current or prior employee) who has threatened to and demonstrated an ability to do any of the following to the Named Insured's data or systems for the purpose of demanding money from the Named Insured: gain unauthorized access to; cause repudiation of access to, tamper with or introduce malicious code into; perpetrate identity theft or credit/debit card fraud through unauthorized access to; or steal, expose or gain unauthorized use of a Person's personally identifiable information or Commercial Confidential Information that resides on the Named Insured's systems or networks

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**Optional CyberInfusion Business Interruption**

**Business Interruption caused by a Security Event in Business Operations**

- In excess of time retention, subject to sublimit, to coinsurance and to policy aggregate limit; no monetary policy retention applies
- Business Interruption means inability to access or use the Named Insured's: data, software, firmware or networks, whether residing on the Named Insured's or Trusted Party's system, caused by a Security Event, provided the Insured has diligently taken reasonable steps and exercised due diligence to minimize and avoid the interruption
- In very general terms, Business Interruption Loss = unrealized pre-tax net income + required normal operating expenses + necessary extra expenses for investigating and restoring normal operations - increase in offline pre-tax net income during Business Interruption Period - after-spike in pre-tax net income after Business Interruption Period - any loss due to business condition other than Security Event

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**Business Interruption caused by a Security Event in Business Operations *continued***

- Security Event means Insured's or Trusted Party's failure to prevent unauthorized access to, unauthorized use of, tampering with or introduction of malicious code into data or systems which results in denial or disruption of Named Insured's service or repudiation of access to the Named Insured's data or systems

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**Common Terms and Conditions**

**Civil Fines and Penalties**

- Definition of Damages includes a grant for civil fine or civil penalty imposed in a covered privacy regulatory action

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**Consumer Redress**

- Non-voluntary consumer redress imposed in a covered privacy regulatory action



(coverage checklist, page 6 of 6)

Us Others

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**Punitive Damages**

- Most favorable venue for punitive damages, where punitive damages are insurable

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**Coverage Territory**

- Glitches anywhere in Universe; Claims anywhere, unless trade sanctions at time of Claim
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The information contained in this coverage checklist is for general information only and shall not modify the terms of any insurance policy. This coverage checklist provides an overview of specific policy provisions; it does not list all changes made to the policy. Do not rely on this coverage checklist to make any decision to purchase insurance. The coverage checklist does not replace or change the actual policy which should be read before making a purchasing decision. Extensions and Coverage Sections may be optional and available for an additional premium. Some terms may differ in New York State. Business is written on an admitted basis through Hudson Insurance Company and on a non-admitted basis through Hudson Specialty Insurance Company and Hudson Excess Insurance Company.



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