



**HUDSON**  
INSURANCE GROUP®

# HUDSON PROFESSIONAL LIABILITY

## MISCELLANEOUS PROFESSIONAL FACT SHEET

### **BUSINESS|Ware® 2.0 E&O with CyberInfusion®**

#### **Third-Party Liability**

- Error, omission or negligent act
- 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 Business Services or business operations (business operations coverage applies only to: Personal Injury, privacy and security)

#### **Third-Party Business Services Include**

- Customized list of business services 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

#### **For Content Restoration Expenses, Breach Response Expenses and PCI-DSS/PA-DSS Fines, Security Breach means failure to prevent:**

- Exposure, unauthorized access, repudiation of access, introduction of malicious code into data, systems or networks; Identity theft or credit/debit card fraud
- Theft or unauthorized/illegal exposure of a Person's personally identifiable info or Commercial Confidential Info that resides on Insured's laptops or other media containing Content or that is in the care of a Trusted Party
- Unauthorized access/use of Commercial Confidential Info

*(continued next page)*

(fact sheet, page 2 of 2)

## **For Cyber Extortion, Security Breach means:**

A credible threat by a third party (not a current or prior employee) to do any of the following to the Named Insured's data or systems for the purpose of demanding money: gain unauthorized access; introduce malicious code; perpetrate identity theft or credit/debit card fraud, 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

## **Security Event means:**

Insured's or Trusted Party's failure to prevent the following: Unauthorized access, use, tampering, 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

## **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

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. The information contained in this brochure is for general information only and shall not modify the terms of any insurance policy.



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# HUDSON PROFESSIONAL LIABILITY

## MISCELLANEOUS PROFESSIONAL CHECKLIST

### BUSINESS|Ware® 2.0 E&O with CyberInfusion®

Us Others

#### Third-Party Liability

##### E&O in Business Services

- Error, omission or negligent act

##### Content in Business 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 Business 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 or a Trusted Party'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

##### Personal Injury in Business 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

(continued next page)

(coverage checklist, page 2 of 5)

Us    Others

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

- 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

**Business Services**

- Customized list of services performed for others filled directly into policy form
- 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 CyberInfusion First-Party**

**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



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(coverage checklist, page 3 of 5)

Us Others

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

- 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

**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

**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

**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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(coverage checklist, page 4 of 5)

Us Others

**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

**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

**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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(coverage checklist, page 5 of 5)

Us    Others

**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

**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

**Consumer Redress**

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

**Optional Bodily Injury and Property Damage**

- Optional Coverage Extension Endorsement: Bodily injury and property damage resulting from Content in Business Services

**Punitive Damages**

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

**Coverage Territory**

- Wrongful Acts anywhere in Universe; Claims anywhere, unless trade sanctions at time of Claim

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. 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

## MISCELLANEOUS PROFESSIONAL APPETITE

### BUSINESS|Ware® 2.0 E&O with CyberInfusion®

- Accreditation/Standards Organizations
- Actuaries
- Alarm Monitoring Services
- Appraisers (Not security or bond appraisers)
- Arbitrators/Mediators
- Asset Managers (Not negotiable instruments, investment advisors or wealth managers)
- Associations (Not controversial organizations)
- Auctioneers
- Benefit Administrators
- Billing Services
- Bookkeepers
- Business Managers (Not business managers who focus on high-profile entertainers, athletes or investment advisors)
- Cartography Services
- Claim Adjusters/Administrators (Not public adjusters i.e. adjusters who work on the policy-holder's behalf against the insurance company)
- Consultants (Not non-pension actuarial services, union-focused services, environmental consultants or investment advisors)
- Contest Managers (Not public lotteries)
- Court Reporters
- Dating Services (Not services targeting groups under 21 or prurient or dangerous specialty)
- Direct Mail/Marketing Services
- Directory Publishers
- Document/Licensing Services
- Employee Leasing/Temp Services
- Employment Agents/Executive Recruiters
- Exhibit/Museum Designers (Not Services requiring design, review and/or sign-off by professional architect or engineer)
- Expert Witnesses
- Farm/Agribusiness Managers
- Foreclosure Agents
- Freight Forwarders/Customs Brokers (Not pharmaceutical specialists or hazardous materials or weapons specialists)
- Graphic Designers
- Hotel Managers (Not hotels/motels serving transient or hourly rate customers)
- Insurance Support Services (Not insurance agents/brokers)
- Interior Designers/Decorators (Not structural)
- Literary/Modeling/Talent Agencies (Not agents who specialize in pornography)
- Marine Surveyors
- Market Researchers

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(risk appetite, page 2 of 2)

- Meeting/Event Planners
- Message/Paging Services
- Notary Public Services
- Paralegals (Not paralegals who are permanent employees of a law firm)
- Pension Actuaries
- Premium Finance Companies
- Printing/Binding Services (Not currency or government agency-sponsored public lotteries, i.e, PowerBall, state lotteries, etc.)
- Property/Facility Managers (Not companies with over 50 percent ownership interest in the properties they manage)
- Public Relations Firms
- Real Estate Appraisers (Not appraisers of large manufacturing or processing facilities i.e., auto assembly, refinery, pharmaceutical production, etc. or appraisals for property syndications or REITs)
- Research Organizations (Not environmental impact research)
- Tax Preparers (Not accounting firms looking to insure only tax preparation services)
- Testing Labs/Forensic Analysis
- Third-Party Administrators
- Ticket Agents
- Training Services - operational
- Translators/Interpreters
- Travel Agent/Tour Operators
- Travel Agents
- Trustees (Not bank or large institutional trust departments)
- Utility Notification Services

Other classes may be eligible.

Ineligible classes: licensed professionals such as Architects & Engineers, CPAs, Lawyers and Healthcare Professionals; Collection Agencies, Franchisors, Home Inspectors, Land Surveyors, Landscape Architects, Real Estate Agents & Brokers and Security Brokers/Dealers



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