
COVERAGES

Cyber Liability insurance covers liability and first party costs arising from a privacy breach or security breach. Cyber Liability insurance is provided on a claims-made basis, meaning that coverage applies only to claims made during the policy period resulting from acts or events that occur on or after the retroactive date. The coverage is provided on a defense within limits basis, unless otherwise noted in the underwriting manual.

Coverage is provided on a claims-made and notice basis. Claims made so retroactive date etc. will apply. The coverage is provided on a "defense within the limits" basis.

RMIC provides "package" cyber approach which includes both first party and third-party coverage. All coverages apply to all policies.

CyberWay Insurance includes the following insuring agreements:

THIRD PARTY COVERAGES

- **Multimedia Liability** – Duty to defend coverage for third party claims alleging copyright/trademark infringement, libel, slander, plagiarism and personal injury resulting from dissemination of media material. Covers both electronic and non-electronic media material.
- **Security and Privacy Liability** – Duty to defend coverage for third party claims alleging liability resulting from a privacy breach or security breach, including the failure to safeguard electronic or non-electronic confidential information, or the failure to prevent virus attacks, denial of service attacks or the transmission of malicious code from the Insured's computer system to the computer system of a third party.
- **Privacy Regulatory Defense and Penalties** – Duty to defend coverage for regulatory fines and penalties and/or regulatory compensatory awards resulting from privacy regulatory proceedings/investigations brought by federal, state, or local governmental agencies, such as proceedings/investigations alleging HIPAA violations.
- **PCI DSS Liability** – Duty to defend coverage for assessments, fines, or penalties 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.

FIRST PARTY COVERAGES

- **Breach Event Costs** – Coverage for reasonable mitigation costs and expenses incurred as a result of a privacy breach, security breach or adverse media report, including legal expenses, public relations expenses, advertising and IT forensic expenses, postage, and the cost to provide call centers, credit monitoring and identity theft assistance. Also includes coverage for Proactive Privacy Breach Response Costs - public relations expenses incurred in response to a privacy breach, but prior to the publication of an adverse media report, in an effort to avert or mitigate the potential impact of such adverse media report on the Insured's reputation. Also includes coverage for Voluntary Notification Expenses - expenses incurred in notifying affected parties of a privacy breach where there is no requirement by law to do so.
- **Network Asset Protection** – Coverage for amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased or corrupted due to (1) accidental damage or destruction of electronic media or computer hardware, (2) administrative or operational mistakes in the handling of electronic data, or (3) computer crime/attacks including malicious code and denial of service attacks. Coverage also extends to business income loss and interruption expenses incurred as a result of a total or partial interruption of the Insured's computer system directly caused by any of the above events.
- **Cyber Extortion** – Coverage for extortion expenses and extortion monies incurred as a direct result of a credible cyber extortion threat.
- **BrandGuard®** – Coverage for loss of net profit incurred as a direct result of an adverse media report or notification to affected individuals following a security breach or privacy breach.

RETROACTIVE DATE

The Retroactive Date will be the first date that Cyber Liability Insurance is added to the Rockford Mutual Business Owners policy or Commercial Package policy. In the event an Insured modifies coverage mid-term (including any increase in limit), the Retroactive Date will remain the same.

If an Insured currently holds a claims-made Cyber Liability policy with another carrier, the Retroactive Date of that Cyber Liability policy can be matched, *subject to certain restrictions*.

ADDITIONAL INSURED ENDORSEMENTS

Additional insureds must be specifically endorsed to the CyberWay coverage. The policy level additional insureds do not apply to cyber liability coverage.