Coalition®



Coverage Comparison

Coalition Cyber Insurance
vs
Beazley Breach Response (Admitted)

See how Coalition's policy compares

Coverage Comparison



Items highlighted in blue indicate specific advantage

	Coalition	Beazley
Policy Form(s)	Coalition Cyber Policy SP 14 798 1117	Beazley Breach Response – F00653 112017 ed
Insurers	Swiss Re Corporate Solutions legal entities*	Beazley
Rating	A+	A
Retroactive Date(s)	Not applicable – full prior acts	Not applicable – full prior acts
First Party Coverage		
Pay on Behalf (Note If Indemnification Applies)	Yes	Pay on behalf for Breach Purposes, only
First Party Reporting Requirements	See Reporting Notice Requirement below	See Reporting Notice Requirement below
Notification Costs Note Sublimit or No. of Individuals	Breach Response (offered outside the policy limits by endorsement on all quotes under $5M in aggregate limit) No sublimit *Coverage for individuals affected or reasonably believe to be affected*	Breach Response Services *Notify those individuals whose Personally Identifiable Information was potentially impacted. Sublimit by number of impacted individuals exceeding the Notified Individuals Threshold (maximum number individuals to whom notification, call center and credit or identity monitoring services will be provided, as per declarations)*

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Voluntary Notification Costs	Yes, see Crisis Management and Public Relations *Includes notification to individuals where such notifications are not required by breach notice law, including notices to non-affected customers, employees, or clients*	No
Crisis Management Limit	Yes, Crisis Management and Public Relations *Coverage for any claim*	Yes, Crisis Management and Public Relations *Directly related to mitigating harm to the Insured and must arise from a data breach or security breach.*
Credit Monitoring Limit Note Approved Timeframe	No cap. Up to 1 year or longer if required by law	Yes. No cap. No limit.
Forensic Investigation Limit	Yes, Breach Response (available outside of limit by endorsement) *No prior consent required to incur breach response costs in the form of computer forensic fees and legal fees with any vendor on the Insurer's list of panel providers*	Yes, Breach Response Services *Silent if prior consent needed to retain forensics. Must use panel*
Data or Network Restoration	Yes, Digital Asset Restoration	Yes, Data Recovery Costs
• Including Accidental Damage?	No	No
PCI Fines & Penalties Limit	Yes, PCI Fines and Assessments	Yes, Payment Card Liabilities and Costs
• Including Costs & Assessments?	Yes	Yes
Call Center Services	Yes	Yes
Legal Services for Privacy Breach Limit	Yes, Breach Response *Breach response costs must be incurred within one year of your discovery of an actual or suspected security failure or data breach. No prior consent required to incur breach response costs in the form of computer forensic fees and legal fees with any vendor on the Insurer's list of panel providers*	Yes, Breach Response Services

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Business Interruption Limit	Yes, Business Interruption and Extra Expenses	Yes, Business Interruption Loss
• Waiting Period / Retention?	8 hours. Indemnity period up to 180 days *Waiting period is a trigger only, and not a retention. Losses are covered beginning from the start of the interruption, subject to the policy retention* *Enhanced Waiting Period of 1 hour is available by endorsement. Applies to any failure of computer systems caused by a denial of service attack. Available only to insureds that utilize a DDoS mitigation provider from our list of panel providers*	See declarations for waiting period. Indemnity period up to 180 days
• Contingent Business Interruption?	Yes 8 hour waiting period. Indemnity period up to 180 days	Yes, Dependent Business Loss See declarations for waiting period. Indemnity period up to 180 days
Reputational Repair Limit	Yes, available by endorsement (Reputation Repair) 2 week waiting period. 12-month indemnity period.	No
Cyber Extortion Limit	Yes, Cyber Extortion	Yes, Cyber Extortion Loss
Use of Non-Panel of Vendors	The right to retain defense counsel which is not on the Panel Providers list will be mutually agreed upon, which agreement will not be unreasonably withheld	Breach Response Services to be provided by panel providers.
Cyber Crime & Theft of Money or Securities	Yes, Funds Transfer Fraud. Broad coverage definition: *Fraudulent instruction transmitted by electronic means, including through social engineering, to you or your financial institution directing you, or the financial institution, to debit an account of the named insured or subsidiary and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by an insured and impersonates you or your vendors, business partners, or clients, but was transmitted by someone other than you, and without your knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an insured.*	Yes, Fraudulent Transfer, Funds Transfer Fraud, Telephone Fraud Fraudulent Instruction - Transfer/payment/ delivery by an Insured as a result of fraudulent instructions provided by a third party intended to mislead an Insured. Funds Transfer Fraud - loss of Money or Securities contained in a Transfer Account resulting from fraudulent instructions by a third party issued to a Financial Institution directing such institution to transfer, pay or deliver Money or Securities from any account maintained by the Insured. Telephone Fraud - third party gaining access

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		to and using the Insured telephone system in an unauthorized manner.
• Includes Social Engineering / Voluntary Transfer? With callback provision?	Yes	Yes. No callback provision
Computer Replacement Coverage	Yes, available by endorsement (Computer Replacement) Computer Replacement coverage for costs that you incur as a result of the loss of integrity in the firmware of any computer system you own or lease due to a security failure	No
Bodily Injury & Property Damage – 1st Party	Yes	No, excluded
Service Fraud	Yes, broad coverage for fraudulent use of information technology and telephony business services resulting from a security failure	Telephone fraud, only
Third Party Coverage		
Pay on Behalf	Yes	Not all coverages
Third Party Reporting Requirements	See Reporting Notice Requirement below	See Reporting Notice Requirement below
Privacy Liability / Network Security Coverage Limit	Yes, Network and Information Security Liability	Yes, Data & Network Liability
Regulatory Coverage Limit	Yes, Regulatory Defense and Penalties	Yes, Regulatory Defense and Penalties
• Including Fines and Penalties?	Yes	Yes
Breach of Third-Party Service Provider	Yes, coverage for third party vendors providing hosted computer application services	Yes, coverage for third party under contract for the providing hosted computer application services to the insured, or for processing, maintaining, hosting or storing the Insured's electronic data.
Media Coverage Limit	Yes, Multimedia Content Liability	Yes, Media Liability

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• Includes Offline Media?	Yes	Yes
• Includes Social Media?	Yes	Yes
Occurrence or Claims Made Coverage?	Claims Made Coverage	Claims Made Coverage
Intellectual Property Coverage (Copyright & Trademark)	Yes	Yes
Rogue Employee Coverage	Yes	Silent
Bodily Injury & Property Damage – 3rd Party	Yes	No
Pollution	Yes	Silent
Exclusions		
Bodily Injury / Property Damage	Yes. BI carveback for mental anguish or emotional distress under Network and Information Security Liability Coverage Section BI/PD coverage available by endorsement	Yes, no carveback
Fraudulent or Intentional Acts	Yes. Final and non-appealable adjudication trigger	Yes, no carveback
Failure to Upgrade Software	No Exclusion	Yes, no carveback
Spam / Unsolicited Communications (Including TCPA)	Yes Provided via endorsement for Tech Errors and Omissions	Yes, no carveback
Contractual Liability	Yes, carvebacks for: (1) Section Network and Information Security Liability and Section Breach Response, to your obligations to maintain the confidentiality or security of PII or third party corporate information; (2) Section Multimedia Content Liability to misappropriation of ideas under implied contract; (3) Section PCI Fines and Assessments; and (4) to the extent you would	Yes, no carveback

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	have been liable in the absence of such contract or agreement	
Unfair Trade Practices	Yes, carveback for Regulatory Defense and Penalties Coverage Section arising from a security failure or data breach	Yes, no carveback
Insured v. Insured	Yes, carveback for claims made by an employee arising from a security failure or data breach	Yes, no carveback
Unencrypted Data and/or Devices	No Exclusion	Yes, no carveback
Patents / Trade Secrets	Yes, carveback for multimedia wrongful act claims. Carveback does not apply to the following exclusion: (1) infringement of copyright of software, firmware, or hardware; (2) misappropriation, misuse, infringement, or violation of any patent or trade secret	Yes, carveback for infringement resulting from a theft or Unauthorized Access or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the Insured Organization.
Terms & Conditions		
Duty to Defend	Yes	Yes, except under the Payment Card Liabilities & Costs Insuring Agreement
Defense Costs Outside Limits	No	Yes. Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide Breach Response Services. The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered.
Hammer Clause	Yes, 50%/50%	Yes, 60%/60%
Worldwide Coverage	Yes	Yes
Cyber Terrorism Coverage	Yes	Silent
Internet of Things Coverage	Yes, affirmative coverage	Silent

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Employee Bring-Your-Own-Device coverage	Yes	Silent
Auto Additional Insured Coverage? If yes, carveback to the I v. I exclusion?	No. AI available by endorsement without lvl carveback	Yes
Independent Contractor Coverage	Yes, available by endorsement	Yes
Subsidiary Coverage	Yes	Yes
Subsidiary Threshold With Grace Period for Acquisitions	Written notice of any acquisition or creation of an organization with ownership interest greater than 50%, no later than 60 days. Automatic coverage for such organization is granted until the end of the Policy Period or for 90 days, whichever is earlier subject to (1) the newly created or acquired subsidiary has substantially similar business operations; (2) the new subsidiary's gross revenue is equal to or less than 10% of the total gross revenue of the Named Insured; (3) no senior executive knows or could have reasonably expected that a claim would be made or coverage triggered	On or prior to the inception date of policy, the Insured owns more than 50% of the outstanding voting securities. Or, an entity the Insured acquires Management Control of after the inception date if the revenues do not exceed 15% of the Insured's annual revenues or if the revenues exceed 15%, then coverage for 60 days, but only for any Claim that arises out of any event occurring after the entity is owned.
Punitive / Exemplary Damages (with Most Favorable Venue)	Yes	Yes
• Extended Reporting Period (Including Automatic and Optional terms)	Optional ERP 1 year @ 100%; 2 years @ 150%; 3 years @ 200%. 60 days to elect	Yes
Time to Report a Claim	As soon as practicable once such claim or incident is known to a senior executive but in no event later than the end of the policy period or 60 days after the end of the policy period for claims made against you or incidents discovered by you in the last 30 days of the policy period	Breach Response Services/Cyber Extortion/ecrime - Notice no later than 60 days after Policy Period. Data Recovery Costs/BusinessInterruption or Dependent Business Loss – as soon as practicable after discovery. Claim/Breach Response Services/Cyber Extortion/ecrime- as soon as practicable, but in no event later than: (i) 60 days after the end of the Policy Period; or (ii) the end of the Optional Extension Period (if applicable.)

Other Benefits

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Pre-claims assistance	Yes	Not in base policy
Post Breach Remediation	Yes, Coalition's security services are available outside policy limit, and are not subject to the policy retention	No
GDPR – Compliance	Yes, via endorsement when arising from insured's failure to comply with enumerated provisions of privacy policy	Not in base policy
Reward Expenses	Yes, via endorsement up to $25,000	Yes, via endorsement
Betterment	Yes, if the most current version of a computer system is substantially equivalent to (or less than) the original cost Additional betterment coverage via Betterment endorsement (SP 16 883 1018.) No more than 25% greater than cost that would have been incurred to repair or replace the computer system	No
Multi-Factor Authentication discount	Yes, via endorsement	No
Invoice Manipulation	Yes, via endorsement	No
Court Attendance Costs	Yes, via endorsement up to $25,000	No
Regulatory Corrective Action Plan	Yes, via endorsement up to $250,000	No
Risk Management & Breach Resources	Coalition Policyholder Services: • Cybersecurity platform • Cyber risk assessments • Ransomware Prevention • Patch Manager • Domain Monitor • Threat Monitor • Cloudflare – DDoS attack prevention, web performance and security tool, Web application firewall • HackerOne – provides a security vulnerability disclosure program • Cybereason – anti-ransomware software • Webinars and security training	No

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