HISCOX PRO™

We value our brokers and want to make your lives easier by providing the right tools and coverage. We want to encourage you to grow your business and provide the best solutions for your clients. Below is a policy comparison to help you better understand recent updates to our coverage.

Hiscox Technology, Privacy, and Cyber portfolio vs. Hiscox PRO – policy comparison
Technology Professional Liability

Provision	TPC Surplus dated 07/12	Hiscox PRO Surplus and Admitted – NEW dated 06/14
Trigger of coverage	Performance of business activities, including the supply, provision, or delivery of technology products; and/or negligent act in your performance of business activities	Alleged negligent act, error, or omission in 'your technology services'
Scope of coverage	1. Breach of contract; 2. Negligence; 3. Breach of confidentiality; 4. Intellectual property infringement; 5. Unfair practices (alleged with IP); 6. Defamation; 7. Emotional distress (alleged with negligence, breach of confidentiality, defamation); and 8. 'Network Security or Privacy Events'	Base form: 1. negligent act, error, or omission; 2. negligent misstatement or misrepresentation; and 3. unintentional breach of written contract with insured's client Coverage equal to surplus form available by endorsement
Intellectual property infringement	Expressly included up to full limits	$250,000 software copyright infringement sublimit included in base form as coverage enhancement Coverage equal to surplus form available by endorsement
Declaratory relief	Pays reasonable attorneys' fees in excess of the retention to prosecute insured's declaratory relief action if client asserts copyright or trademark infringement	Not in base form but coverage equal to surplus form available by endorsement
Contractual indemnities	Third Party Claims: Indemnifies the insured's client for claims against the client alleging the insured's intellectual property infringement or breach of confidentiality infringement Breach Costs: Indemnifies the insured's client for breach costs resulting from a breach if the insured also purchased a coverage module covering such breach costs and to the extent they would have been paid to the insured	Not in base form but coverage equal to surplus form available by endorsement
Assumption of liability exclusion	Not excluded – full coverage for breach of contract	Expressly excluded in base form with carveback for liability the insured would have in the absence of the contract or agreement Coverage equal to surplus form available by endorsement

Bodily injury exclusion	Carveback for emotional distress	No carveback for emotional distress in base form but coverage equal to surplus form available by endorsement
Breach of warranty/guarantee exclusion	Silent	Expressly excluded in base form with carveback for warranty or guarantee about 'your technology services' consistent with applicable industry standards and liability which would exist in the absence of the warranty or guarantee Coverage equal to surplus form available by endorsement
Client services exclusion	Silent but often added by endorsement	Expressly excluded in base form with carveback for warranty or guarantee about 'your technology services' consistent with applicable industry standards and liability which would exist in the absence of the warranty or guarantee
Cramming/slamming exclusion	Silent but often added by endorsement	Coverage equal to surplus form available by endorsement
Criminal proceedings exclusion	Silent	Expressly excluded in base form with carveback for warranty or guarantee about 'your technology services' consistent with applicable industry standards and liability which would exist in the absence of the warranty or guarantee
Excluded costs and damages	Carveback for the return or reduction of fees, commissions, profits, or charges for goods provided or services rendered	Coverage equal to surplus form available by endorsement
Excluded professional services	Silent but often added by endorsement	Expressly excludes claims arising out of any actual or alleged performance of or failure to perform services as an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, security broker/dealer, collection agent, title agent, and/or title abstractor
Excluded statutory violations	List of excluded statutory violations	Also excludes violations of Fair Debt Collection Practices Act and Fair Credit Reporting Act
Failure to maintain insurance or bonds exclusion	Silent	Expressly excluded
False or misleading advertising exclusion	Coverage for claims alleging trademark infringement or false designation of origin based on the insured's unauthorized use of another's trademark	Expressly excluded in base form Coverage equal to surplus form available by endorsement
Financial services exclusion	Silent but often added by endorsement	Expressly excluded in base form
Government billing exclusion	Silent	Expressly excluded to clarify intent
Hardware design/manufacture exclusion	Silent but often added by endorsement	Expressly excluded in base form
Infrastructure interruption exclusion	No carvebacks	Carveback for claims by the insured's client if insured is an internet service provider, telecommunications provider, utility provider, or other infrastructure provider
Insured v. insured exclusion	Carveback for claim brought by employee based on 'business activities' performed when the employee was not working for the insured or a subsidiary	No carveback
Live trading exclusion	Silent but often added by endorsement	Expressly excluded in base form
Medical malpractice exclusion	Silent but often added by endorsement	Expressly excluded in base form

Misappropriation of funds exclusion	Silent	Expressly excluded
Privacy exclusion	Certain types of privacy claims covered in base form	Expressly excluded
Privacy policy violations exclusion	Silent	Expressly excluded
Repair/replace/recall exclusion	Carveback for claims alleging the loss of use of technology products	No carveback
Scareware exclusion	Silent	Expressly excluded
Third party technology product defect	Carveback for any amount the insured satisfies us they are legally able to recover under a written contract	No carveback
Virtual currency exclusion	Silent but often added by endorsement	Expressly excluded in base form
Terrorism exclusion	Expressly excluded	Exclusion removed from base form
War exclusion	Excluded in base form	Excluded by endorsement

This comparison does not address every word or provision that has changed in the new policy forms. We simply attempted to address substantive changes between the old and new forms. Please contact your underwriter for information on additional changes/limitations.

Hiscox Pro is underwritten by Hiscox insurance Company Inc., a Chicago-based insurance company, as an admitted product or otherwise by Hiscox Inc., on behalf of certain syndicates at Lloyd's, London. Coverage may not be available in all states.