



NetGuard™ Plus For Lawyers

The typical law firm maintains a significant amount of confidential information pertaining to clients and on-going litigation. This includes both personal and corporate information. The potential harm to clients, as well as resulting legal liability, may be significant. NetGuard™ Plus is Network Security and Privacy Insurance that features simplified underwriting for qualifying Applicants. NetGuard™ Plus offers a streamlined application process that simplifies quoting and binding. The Applicant that meets program qualifications can choose options from the rate card and request to bind.

COVERAGE COMPONENTS

- **Network Security & Privacy Insurance** – Covers third party claims arising out of a breach of the insured’s Network Security or other private information. Includes coverage for both online and offline information, virus attacks, denial of service, and failure to prevent transmission of malicious code.
- **Privacy Breach Responses Costs** – Includes all reasonable legal, public relations, advertising, IT forensic, call center, credit monitoring, identity theft restoration and postage expenses incurred by the insured in response to a privacy breach.
- **BrandGuard™** - Coverage for lost revenue as a result of a cyber breach and the resulting customer notification or adverse media.
- **Network Asset Protection (including Non-physical Business Interruption)** – Coverage for all reasonable and necessary sums required to recover and/or replace data that is compromised, damaged, lost, erased or corrupted. Coverage also includes business interruption and extra expense coverage for income loss as a result of the total or partial interruption of the insured’s computer system.
- **Regulatory Defense & Penalties** – Coverage for defense costs and fines/penalties for violations of privacy regulations, including, but not limited to, HIPAA, Red Flags Rule, and the Hi-Tech Act.
- **Multimedia Insurance** – Coverage for both online and offline media, including claims alleging copyright/trademark infringement, libel/slander, plagiarism, and personal injury.
- **Cyber Extortion** - Will pay extortion expenses and extortion monies as a direct result of a credible cyber extortion threat.
- **Cyber Terrorism** - Coverage for income loss and interruption expenses as a result of the total or partial interruption of the insured’s computer system due to a cyber terrorism attack.

PROGRAM HIGHLIGHTS

- Broad Coverage for data that is stored with a third party including, but not limited to, IT outsourcers and Independent Contractors
- Worldwide coverage - claims can be brought outside of the U.S.
- Network Asset Protection's policy trigger includes accidental damage or destruction, administrative and operational mistakes as well as computer crimes and attacks
- Property Damage exclusion does not include electronic data
- Commercial and Corporate confidential information is covered
- Acts committed by rogue employees are covered, as well as privacy claims from employees
- Multimedia Coverage includes liability assumed under contract
- Extended Reporting Period available for 1 year

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- Must not have experienced any related claims/incidents in the last 3 years.
 - Must have a firewall and anti-virus system in place.
 - Larger risks can be submitted to NAS for underwriting.

Coverage cannot be bound under the terms and conditions of this program for Applicants that do not fall within the program qualifications; however, Applicants will be considered for coverage outside the program.

RISK MANAGEMENT WEBSITE ACCESS

NEW! Your purchase/renewal of Cyber Liability now includes premium access to tools and resources that help mitigate a breach with exclusive Risk Management website. Being more than just a phone call solution, the website offers quick and easy access to online compliance materials with links to statutes and regulations, summaries of federal and state law, and suggestions on how to remain up-to-date. Other features include training programs with ready-made webinars, Hi-def printable posters, and training modules. The website even offers step-by-step procedures to reduce risk by teaching how to properly identify sensitive data and store or dispose of it.

HOW TO PURCHASE THIS INSURANCE

1. Fully complete the NetGuard™ Plus Application (pages 6-7), return to Attn: Scott Fikes, Loftis&Wetzel, Fax: 405.563.9403 or email to scottfikes@loftiswetzel.com
2. Calculate the premium from the premium chart below.
3. Sign and date (must be within 45 days prior to binding) and return the completed application to your broker with your check for the premium, plus state taxes, policy issuance fee and any applicable broker fee.

CLAIMS SCENARIOS

Claims Scenario #1:

A data security company discovered that private, confidential data was accidentally made available online from a workers' compensation law firm. The names and social security numbers of around 300,000 people who applied for California workers' comp benefits may have been accessed by unauthorized parties.

- Approximately \$900,000 in notification expenses
- Significant potential for class action lawsuits

Source: <http://www.privacyrights.org/data-breach/new>

Claims Scenario #2:

Sensitive client files were found in a newspaper recycling bin. The files were related to the physical and sexual abuse of juveniles and client Social Security and phone numbers were exposed. The breach may have been caused by a college intern who disposed of the files inappropriately.

- Over Hundreds of Thousands of dollars in crisis management expenses on how to properly respond and save as much reputation as possible from such a sensitive incident
- Increased likelihood of litigation

Source: <http://www.privacyrights.org/data-breach/new>

Claims Scenario #3:

An Indiana adoption lawyers client files were scattered in the wind after his adult children left boxes of them beside a recycling bin has received a public demand of reprimand. The Indiana Supreme Court on Sept. 30 issued the reprimand against Steven Litz, whose Monrovia, Ind. Practice focuses on adoption and criminal law. The court noted that it was the third time Litz had received a public reprimand.

- Compromised over 51 clients' names, account numbers and addresses

Source: www.in.gov/judiciary/opinions/pdf/05150602lmb.pdf

LIMIT OPTIONS

LIMIT OPTION 1

I.	Multimedia Liability	\$ 500,000
II.	Security and Privacy Liability	\$ 500,000
III.	Privacy Regulatory Defense & Penalties	\$ 500,000
IV.	Privacy Breach Response Costs, Notification Expenses, and Breach Support and Credit Monitoring Expenses	\$ 500,000
	Proactive Privacy Breach Response Costs Sublimit	\$ 25,000
	Voluntary Notification Expenses Sublimit	\$ 500,000
V.	BrandGuard™	\$ 500,000
	Waiting Period	2 weeks
	Period of Indemnity	6 months
VI.	Network Asset Protection	\$ 500,000
	Digital Assets Loss	
	Special Expenses	
	Waiting Period	
VII.	Cyber Extortion	\$ 500,000
VIII.	Cyber Terrorism	\$ 500,000
	Maximum Policy Aggregate Limit of Liability:	\$ 500,000

LIMIT OPTION 2

I.	Multimedia Liability	\$1,000,000
II.	Security and Privacy Liability	\$1,000,000
III.	Privacy Regulatory Defense/Penalties	\$1,000,000
IV.	Privacy Breach Response Costs, Notification Expenses, and Breach Support and Credit Monitoring Expenses	\$1,000,000
	Proactive Privacy Breach Response Costs Sublimit	\$ 25,000
	Voluntary Notification Expenses Sublimit	\$1,000,000
V.	BrandGuard™	\$1,000,000
	Waiting period	2 weeks
	Period of Indemnity	6 months
VI.	Network Asset Protection	\$1,000,000
	Digital Assets Loss	
	Non-physical Business Interruption and Special Expenses	
VII.	Cyber Extortion	\$1,000,000
VIII.	Cyber Terrorism Coverage	\$1,000,000
	Maximum Policy Aggregate Limit of Liability:	\$1,000,000

(Limits are in excess of the self-insured retention. Higher limit options will need to be manually underwritten.)

Rates are valid through 12/31/15

Limit Option 1

No. of Attorneys	Deductibles*	Insuring Agreement IV. Sub-Limit	Annual Premium
1 Attorney	\$2,500	\$250,000	\$938
2 Attorneys	\$2,500	\$250,000	\$938
3 Attorneys	\$2,500	\$250,000	\$938
4 Attorneys	\$2,500	\$250,000	\$938
5 Attorneys	\$2,500	\$250,000	\$1,077
6 Attorneys	\$2,500	\$250,000	\$1,229
7 Attorneys	\$2,500	\$250,000	\$1,380
8 Attorneys	\$2,500	\$250,000	\$1,531
9 Attorneys	\$2,500	\$250,000	\$1,681
10 Attorneys	\$2,500	\$250,000	\$1,833
11 Attorneys	\$2,500	\$250,000	\$1,963
12 Attorneys	\$2,500	\$250,000	\$2,091
13 Attorneys	\$2,500	\$250,000	\$2,221
14 Attorneys	\$2,500	\$250,000	\$2,350
15 Attorneys	\$5,000	\$250,000	\$2,480
16 Attorneys	\$5,000	\$250,000	\$2,609
17 Attorneys	\$5,000	\$250,000	\$2,739
18 Attorneys	\$5,000	\$250,000	\$2,868
19 Attorneys	\$5,000	\$250,000	\$2,998
20 Attorneys	\$5,000	\$250,000	\$3,126
21 Attorneys	\$5,000	\$250,000	\$3,213
22 Attorneys	\$5,000	\$250,000	\$3,366
23 Attorneys	\$5,000	\$250,000	\$3,385
24 Attorneys	\$5,000	\$250,000	\$3,471
25 Attorneys	\$5,000	\$250,000	\$3,558

Limit Option 2

No. of Attorneys	Deductibles*	Insuring Agreement IV. Sub-Limit	Annual Premium
1 Attorney	\$2,500	\$1,000,000	\$1,250
2 Attorneys	\$2,500	\$1,000,000	\$1,250
3 Attorneys	\$2,500	\$1,000,000	\$1,250
4 Attorneys	\$2,500	\$1,000,000	\$1,250
5 Attorneys	\$2,500	\$1,000,000	\$1,348
6 Attorneys	\$2,500	\$1,000,000	\$1,536
7 Attorneys	\$2,500	\$1,000,000	\$1,725
8 Attorneys	\$2,500	\$1,000,000	\$1,914
9 Attorneys	\$2,500	\$1,000,000	\$2,103
10 Attorneys	\$2,500	\$1,000,000	\$2,291
11 Attorneys	\$2,500	\$1,000,000	\$2,453
12 Attorneys	\$2,500	\$1,000,000	\$2,615
13 Attorneys	\$2,500	\$1,000,000	\$2,776
14 Attorneys	\$2,500	\$1,000,000	\$2,938
15 Attorneys	\$5,000	\$1,000,000	\$3,100
16 Attorneys	\$5,000	\$1,000,000	\$3,261
17 Attorneys	\$5,000	\$1,000,000	\$3,423
18 Attorneys	\$5,000	\$1,000,000	\$3,585
19 Attorneys	\$5,000	\$1,000,000	\$3,746
20 Attorneys	\$5,000	\$1,000,000	\$3,909
21 Attorneys	\$5,000	\$1,000,000	\$4,016
22 Attorneys	\$5,000	\$1,000,000	\$4,124
23 Attorneys	\$5,000	\$1,000,000	\$4,231
24 Attorneys	\$5,000	\$1,000,000	\$4,340
25 Attorneys	\$5,000	\$1,000,000	\$4,448

*Special Expenses (under Network Asset Protection) has a 10% co-insurance. Network Asset Protection and Cyber Terrorism have an 8 hour waiting period.

Lawyers NetGuard™ Plus PROGRAM APPLICATION

Fax completed application to Scott Fikes at 405.563.9403 OR email to scottfikes@loftiswetzels.com. Questions? Call 405.365.8999

Section One – Applicant

1. Name of Applicant: _____
(as it should appear on the policy)
- Mailing Address: _____
- City: _____ State: _____ Zip Code: _____
- Phone: _____ Email: _____
- Web Site: _____ No. of years in business: _____
- Is firm: Corporation Partnership Individual LLC Other
2. Number of Attorneys in your firm: _____
3. Requested effective date (no backdating): _____

For questions 4-7., if the answer is “No”, coverage cannot be bound as per the terms and conditions of this program. If you desire an indication outside the program, please provide details for the “No” answers.

4. Does the Applicant use updated firewall software on all “computer systems” that are securely configured? Yes No
5. If you store personal information on portable devices, is such data encrypted to industry standards? Yes No
If you do not store personally identifiable information on portable devices please check here:
6. Does your company use anti-virus software on all desktops / portable devices and servers and is it updated at least on a monthly basis? Yes No
7. Do you encrypt personal information stored on your servers or segregate it behind a separate firewall on your network and limit access to it? Yes No

For Question 8., if the answer is “Yes”, coverage cannot be bound per the terms and conditions of this program. If you desire an indication outside the program, please provide details for a “Yes” answer.

8. In the last five (5) years, have you experienced any claims or are you aware

of any circumstances that may give rise to a claim that would have been covered by this Policy?

Yes No

Section Two – Notice to the Applicant

- A. The Applicant represents that the statements set forth herein are true and complete, and any documents submitted in connection with this application are true and complete.
- B. The Applicant acknowledges that this application and any documents submitted in connection with this application are the basis of insurance and will be deemed attached to and made a part of the policy, should a policy be issued.
- C. The Applicant further represents that, if the information supplied on this application changes between the date of the application and the inception date of the insurance (if a policy is issue), the Applicant will immediately notify the underwriter of such a change(s). The insurer may modify or withdraw coverage

Signed: _____ Date: _____
Authorized signature of a Principal or Officer
(Must be signed and dated no more than 45 days prior to binding)

Print Name: _____ Title: _____

Section Three – Payment Instructions

Premium:	\$ _____	
Plus OK Taxes:	\$ _____	(6.00% in addition)
Policy Issuance Fee*:	\$ <u>175.00</u>	
Broker fee:	\$ <u>0.00</u>	
TOTAL PAYMENT	\$ _____	

- **Policy Issuance fee is fully earned.**
- **Written Policies are subject to a minimum earned premium of 25%.**
- **No Flat Cancellations.**

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