Beazley Breach Response 5.0 – At a Glance

New Insuring Agreements *(key enhancements not previously offered)*	
Computer Bricking Loss	Coverage to replace computers to minimize, reduce or avoid Extra Expense or Data Recovery Costs (not just Income Loss).
Reputation Loss	Coverage no longer completely excluded if there has been a business interruption. Coverage for Adverse Media Events that first occur after the Policy Period.
Proof of Loss Expenses	Allows insured to engage a forensic accountant to assist with preparing a proof of loss under *any first party coverage*, even where a proof of loss is not required.
Contingent Bodily Injury	Added as a full insuring agreement rather than a carveback to an exclusion.
Invoice Manipulation	Goods and services no longer required to be prior to fraudulent payment.
Cryptojacking	Includes coverage for cloud service provider charges incurred.
Key Enhancements *(+ denotes better coverage than previously offered)*	
Business Interruption Loss	Voluntary shutdown now expressly included in Business Interruption.
Data Recovery Costs	System Failure now included as part of the cause of loss.
Cyber Extortion Loss	+ Consent required only as to amount of payment. + Express coverage for an attorney to determine whether an Extortion Payment can be made in compliance with applicable law.
Computer Systems	Coverage for “Bring Your Own Device” (BYOD) devices.
Data	No longer required to be subject to regular back-up procedures.
Fraudulent Instruction	Includes coverage for transfers made by or on behalf of an insured. Includes coverage for fraudulent instructions enabled by AI and deepfakes. No longer requires an “out of band authentication” of payment instructions.
Income Loss	+ Top-down approach to loss calculation.
Subsidiary	+ Clarification that subsidiaries that are sold during the Policy Period.
Notice of Claim or Loss	Streamlined with subheadings and clearer reporting requirements.
Consent	Will not unreasonably be withheld.
Hammer Clause	Increased hammer clause from 60% to 70%.
Clarifications and other changes	
eCrime	Loss must be sustained “by the Insured Organization.”
Data Recovery Costs	Does not include salaries, employee wages and overhead.
Breach Response Services	Integrates practices and terms that formerly resided in our Information Packet.
Media Coverage	Corrected language in the definitions of Media Liability and Media Material.
First Party Loss Exclusion	Excludes coverage for policyholder’s failure to pay their bills.
Notice of Claim or Loss	Proof of loss deadline is now six months after discovery.
Standard Exclusions	Our standard First Party Loss Amendatory Endorsement and Lloyd’s pollution exclusion are now integrated into the policy.

This document provides a summary of enhancements and clarifications included in BBR. It does not contain the full terms and conditions of the insurance, which can be found in the policy wording. Minor grammatical and syntactical changes have not been included. This summary does not form part of the contract of insurance. If you have any questions, please contact your underwriter.