

ISSUE:

Many times companies operating in the capacity of suppliers, subcontractors and vendors are charged with safeguarding a third party's Confidential Information, often comprised of Personal Identifier Information, Trade Secrets, Know-How, software source and machine codes.

SOLUTION:

The Unauthorized Disclosure of Confidential Information Policy helps defend against charges of the Unauthorized Disclosure of a third party's, entrusted, Confidential Information, allegations of Unauthorized Disclosure by an employee or person under the direct control of the policy holder or a former employee of the policy holder on whose behalf the policy holder is responding, following a written or legally imposed obligation to do so.

COVERAGE

- Unauthorized Disclosure of Confidential Information by the Named Insured.
- Alleged Unauthorized Disclosure by an employee or person under the direct control of the Named Insured.
- A former employee of the Named Insured on whose behalf of the Named Insured is responding pursuant to a written or legally imposed obligation to do so.
- Injunction Proceedings; if the Company, in response to a Claim, has stated in writing to the Named Insured that Litigation Expenses arising from such Civil or Injunction Proceeding will be covered by the Policy.

PARTIAL LIST OF CONDITIONS

- The Unauthorized Disclosure must occur during the Policy Period to be covered by the Policy.
- Calculation of Damages reverts to the date the Unauthorized Disclosure was alleged, not when the disclosure was made or when the Policy was purchased.
- The Policy excludes threats of, or actual Civil Proceedings alleging, Unauthorized Disclosure brought during the initial 90 days of the Policy. The 90 days of coverage are not lost; they are added to the end of the last Policy held by the Named Insured.
- Newly added Confidential Information is subject to the 90 day exclusionary period.

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- Limits available up to \$5 million (USD)
 - Policy terms available up to 3 years
 - Worldwide territory coverage available

CLAIM AUTHORIZATION

- Authorization is based upon a Favorable Infringement Opinion from an independent, outside counsel, chosen from a list of panel counsel provided by the Company, regarding the Unauthorized Disclosure.
- Upon compliance with the Policy terms, the Company will then give its decision in writing regarding authorization of the suit and, if favorable, the Policy will begin to reimburse the Named Insured for the Litigation Expenses.

PARTIAL LIST OF EXCLUSIONS

- Pre-existing threats alleging Unauthorized Disclosure are excluded from coverage under the Policy. Threats include, but are not limited to, warning letters and/or emails and verbal threats accusing Unauthorized Disclosure.
- Lawsuits which the Named Insured was aware of or knew were imminent at the time of Policy purchase.
- Any litigation not specifically included in the Policy.
- Expenses incurred prior to the initiation of a Civil Proceeding underlying the covered Litigation.
- Any loss, costs or expenses arising from any declaratory actions of any nature.
- Willful Disclosure by the Named Insured.
- Criminal Acts.

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- SIR- 2% of Policy limits
 - Co-pay- 20%