

Application

Before you begin, You should KNOW

- Many of the bolded words in this application have specific meanings:
“**You**,” “**your**” and “**yourself**” mean the persons and entities for which insurance is being sought and their employees, officers, partners and directors. Subsidiaries are also included if the entities have more than a 50% ownership interest.
“**We**,” “**us**” and “**our**” mean the insurance company.
“**Products**” means products **you** manufacture to sell to others.
“**Services**” means activities **you** perform for others.
“**Content**” means data, digital code, images, masked works, scents, sounds, tastes, text or textures.
- In completing this application, **you** are not obligated to buy, and **we** are not obligated to sell, insurance.
- Incorrect, incomplete, false or misleading answers to any of the questions on this application may result in a retracted offer of coverage or a declaration that the policy is null and void. Attach additional sheets if there is not enough room in the application for an answer. If a question does not apply to **you**, respond “N/A” or “not applicable.” If **you** do not answer a question, **your** answer will be deemed “not applicable.” **You must answer all of the questions and subparts of the TELL ALL Section of this application.**
- Any proposal of coverage that **we** make will have additional terms and conditions. Carefully review the proposal before making a decision to purchase. As always, please contact **your** agent or broker if **you** have any questions.

THIS APPLICATION IS FOR A POLICY THAT INCLUDES BOTH CLAIMS FIRST MADE AND REPORTED IN WRITING POLICY AND FIRST-PARTY COVERAGES. CLAIM EXPENSE IS WITHIN THE LIMITS. Refer to the policy for actual coverage details. Here’s an overview:

If issued, the policy will only apply to claims when

- 1 the glitch takes place on or after the retroactive date stated in the policy and before the end of the policy period and
- 2 the claim is first made against an insured person or entity and reported in writing to **us** during the time period specified in the policy and in compliance with reporting requirements. An extended reporting period may also be available.

Covered first-party loss, business interruption loss, claim expenses and damages must be borne by **you** up to the applicable self-insured retention amount; these payments do not reduce the limits of liability. Covered first-party loss, business interruption loss, claim expenses and damages above the applicable retention amount are payable under the policy; payments reduce and may exhaust the limits of liability.

BASICS

ALERT: To be eligible for this coverage, **you** must manufacture the majority of the products **you** sell. **You** may want to ask **your** agent or broker to confirm eligibility prior to completing this application.

1. Applicant (fill in the name as it should appear on the policy, if written)

2. Street address _____
city, state, zip _____
Mailing address _____
city, state, zip _____
Phone Number _____

3. Type of entity Public Private
4. Entity structure Sole proprietorship Corporation LLC Joint Venture Other _____
5. In business since (m/d/yyyy) _____ (If in business less than 2 years please attach resumes for all principals.)
6. Have **you** purchased, merged or consolidated with any companies in the last three years?
Yes No. If yes, did transaction(s) include acquisition of (check all that apply) Assets Liabilities. If yes, describe all such transactions that took place in last three years:

7. Do **you** have any subsidiaries? Yes No. If yes, please provide the names of all subsidiaries (attach a separate list, if necessary) _____
8. **Your staff**
 _____ # of principals, partners, directors and officers
 _____ # of engineers and technicians
 _____ # of sales and marketing personnel
 _____ # of clerical/support personnel
 _____ # of independent contractors performing **services** on **your** behalf
 _____ # of website staff
 _____ # of other
 _____ TOTAL
9. Please list **your** website home page addresses (include all URLs registered in **your** name). If any of these website(s) have a password protected members only/private area, also provide temporary passwords and log in ID.
 Address _____ Password/Log in ID _____
 Address _____ Password/Log in ID _____
 Address _____ Password/Log in ID _____
10. Does **your** website(s) contain a complete, accurate and up-to-date description of **your products** and **services**?
Yes No
11. Please list all association memberships related to **your products** and/or **your services**

12. SIC code(s) _____ NAIC code(s) _____

VITALS

Fiscal Year	Total Revenues, including Your Website-Generated Revenues	Your Website(s)-Generated Revenues only	Number of Units Manufactured	Average Price of Products/Services	Average Net Income Per Hour
Next _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	_____	\$ _____	Net Income/ 365/ 24= \$ _____
Current _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	_____	\$ _____	Net Income/ 365/ 24= \$ _____

1. List all foreign countries in which **you** do business: **Not applicable, do not conduct business outside the U.S.**

- firearms, weapons, explosives or ammunition Yes No. If yes, indicate the percentage of projected next year revenues _____%
- toys or games Yes No. If yes, indicate the percentage of projected next year revenues _____%
- tobacco Yes No. If yes, indicate the percentage of projected next year revenues _____%
- drugs, pharmaceuticals, botanical, or biological products? Yes No. If yes, indicate the percentage of projected next year revenues _____%
- medical, dental or laboratory products Yes No. If yes, indicate the percentage of projected next year revenues _____%
- motor vehicles, trains, watercrafts or aircrafts? Yes No. If yes, indicate the percentage of projected next year revenues _____%
- chemicals, cleaning products, adhesives, or pesticides Yes No. If yes, indicate the percentage of projected next year revenues _____%
- alcohol Yes No. If yes, indicate the percentage of projected next year revenues _____%
- food or beverages Yes No. If yes, indicate the percentage of projected next year revenues _____%
- textiles, fabrics or apparel Yes No. If yes, indicate the percentage of projected next year revenues _____%
- cosmetics or perfumes Yes No. If yes, indicate the percentage of projected next year revenues _____%
- building or construction materials Yes No. If yes, indicate the percentage of projected next year revenues _____%

3. For revenues that **you** will generate in **your** current fiscal year, what percentage of **your products** and/or **services** are in the following Years in Market?
- _____ % Zero to One
 _____ % Over One year but less than Two
 _____ % Over Two years but less than Five
 _____ % Five years or longer

4. Do **you** plan to offer any new **products** and/or **services**? Yes No. If yes, please fill in the chart below

Product and/or Service	Projected Release Date	*Projected Annual Revenues	Projected Agreement Value/Charge for Product and/or Service
_____	_____	\$_____	\$_____
_____	_____	\$_____	\$_____

*If the **product** and/or **service** is to be released in the current or next fiscal year, did **you** include revenues in the VITALS chart? Yes No

5. Have **you** discontinued any of **your products** and/or **services** in the last three years? Yes No. If yes, are any of these **products** and/or **services** still in use by **your** customers? Yes No. Do **you** plan to discontinue any of **your products** and/or **services** in the next year? Yes No
6. Indicate how far in advance **you** notify customers prior to discontinuance of a **product** and/or **service**
- _____

PRIVACY

1. Do **you** have a privacy policy? Yes No. If yes, a) has it been reviewed by an attorney? Yes No and b) is the privacy policy posted on **your** website? Yes No
2. Which of the following does **your** privacy policy contain? (check all that apply)
- Explanation of type of info collected
 - Description of how info is collected
 - Disclosure of use of info collected
 - Access to and the ability for user to change or update info
 - Description of safeguards and security measures used to protect info

3. Do **you** provide opt-in or opt-out options in the following areas? (check all that apply)
- Receipt by users of **content** from **you** or others Opt-in Opt-out
- Collection of user information Opt-in Opt-out
- Sharing of user info Opt-in Opt-out
4. Do **you** require users to actively agree to or acknowledge **your** privacy policy before they provide information?
 Yes No
5. Is the point of information collection secure? Yes No
6. Is personally identifiable and/or confidential information a) transmitted in encrypted form? Yes No and b) stored in encrypted form? Yes No
7. Is personally identifiable and other confidential information a) taken off **your** premises in an unencrypted format on any electronic media (examples: back-up tapes, laptops or electronic storage devices, etc.)? Yes No, or b) taken off of **your** premises in any non-electronic media? Yes No
8. Do **you** utilize any third-party service provider to care for, host or store any personally identifiable or confidential information of others? Yes No. If yes, do **you** ensure that their standard of care for handling the information meets or exceeds **your** internal data security standards? Yes No. Do **your** agreements with third-party service providers contain indemnification provisions favoring **you** in the event of a security/privacy breach incident? Yes No
9. Do **you** sell or share personal and/or confidential information gathered from customers or others (this includes info gathered from **your** website or by other means)? Yes No. If yes, do **you** notify and obtain the consent of these customers or others prior to dissemination? Yes No
10. Do **your** operations require **you** to care for the confidential or personal info of others? Yes No. If yes, indicate which of the following kinds of info are cared for (check all that apply). Medical Financial Inventory Intellectual Property Customer Data Legal Work History/Resume Criminal Records Other _____

CONTENT

1. Does **your** website contain a chatroom, bulletin board or any other type of interactive exchange which can be viewed by others? Yes No. Who manages **your** interactive exchange? You Subcontractor. Do **you** make the subcontractor contractually responsible for liabilities arising out of the interactive exchange? Yes No. Do **you** or **your** subcontractor exercise editorial control over **your** interactive exchange?
 Yes No. If yes, when? Prior to Posting After Posting
2. In **your** advertising and marketing material, including all of **your** websites, do **you** a) compare **yourself** to **your** competition? Yes No, b) compare **your products** and/or **services** to **your** competitors' **products** and/or **services**? Yes No, c) claim that **you** or **your products** and/or **services** are superior to **your** competition? Yes No, and/or d) make guarantees or warranties? Yes No
3. What type of **content** is available on **your** website(s)? (check all that apply)
- | | | |
|---|---|--|
| <input type="checkbox"/> Entertainment/Games | <input type="checkbox"/> Law/Legal | <input type="checkbox"/> Advertising/Product Comparisons |
| <input type="checkbox"/> Cultural (art/music) | <input type="checkbox"/> Insurance | <input type="checkbox"/> Contests/Surveys/Lotteries/Sweepstakes |
| <input type="checkbox"/> Financial | <input type="checkbox"/> Software for downloading | <input type="checkbox"/> Instructional/How-to |
| <input type="checkbox"/> Medical/Health | <input type="checkbox"/> Travel | <input type="checkbox"/> Database (include subject) _____ |
| <input type="checkbox"/> News | <input type="checkbox"/> Religious | <input type="checkbox"/> Your product and/or service information |
| <input type="checkbox"/> Sports | <input type="checkbox"/> Commentary/Editorial | <input type="checkbox"/> Adult |
| <input type="checkbox"/> Children's Interest | <input type="checkbox"/> Other _____ | |
4. Which of the following are included in **your** intellectual property and/or business methods clearance procedures? (check all that apply)
- Acquire all the necessary rights, licenses, releases and consents applicable to **content** and **products** and/or **services** created or provided by **you** or by third parties

- Obtain legal review of the items checked below performed prior to release, use or dissemination regardless of the medium
 - content** technology used **product** and/or **service** packaging business methods websites
 - advertising and marketing material
 - Obtain legal review with respect to laws in jurisdictions outside of the U.S.
 - Use new hire and independent contractor agreements which include signed statements to the effect that they will not disseminate or use a previous employer's or customer's trade secrets and other intellectual property
 - Contractually acquire all rights (including electronic rights) to work done for **you** by third parties, including hold harmless and indemnification clauses which inure to **your** benefit pertaining to that work
 - Obtain legal review of all updates and changes to the **content**, business methods and functionality of **your** website prior to dissemination or implementation
 - Acquire permission of sites **you** link to or frame
 - Obtain legal review of sites **you** link to or frame
 - Obtain legal review of all Referral and Affiliate Program agreements
 - Use disclaimers on **your** website pertaining to **content** made available or disseminated
 - Obtain trademark and/or service mark searches and clearances for all **your**: domain names **product** and/or **service** names, designs or logos
 - Content** searches and clearances performed by **your** legal counsel professional search company
 - computerized database search
 - Obtain permission to use and legal review of the trademarks and/or service emarks of others
 - Obtain legal review of all Licensing and/or Cross-Licensing Agreements
5. Do **you** have an established policy and process in place to address complaints of inaccurate, defamatory, infringing or problematic **content** on **your** website(s), or other **content you** have designed or have responsibility for?
 Yes No. If yes, what is **your** response timeframe? less than one day, 1-7 Days or more than a week
6. Do **you** have any corporate blogs, video logs, podcasts or webcasts? Yes No. If yes, please provide the URL(s) for all of them that are located on **your** corporate website(s):

and the URL(s) for all of them that are hosted for **you** by other websites, including social networking sites:

SECURITY

1. Please check all items from the following list that are currently being utilized in **your** security system and/or plan
- Security firewall
 - Routers
 - Proxy servers
 - Secure remote maintenance
 - Firewall tunneling
 - Encryption devices
 - Active **content** filtering
 - Password protection
 - Anti-virus scanning
 - Hot site
 - ISO: _____ compliant
 - Identification, authentication and integrity protocols
 - Continuous monitoring of security alerts from organizations like CERT Other _____
 - Continuous implementation of vendor security patches
 - Procedures to address any suspected intrusion and/or respond to security alerts
 - Transmission of the data or **content** of others is encrypted
 - Storage of the data or **content** of others is encrypted
 - Other standard(s) and/or certification(s) _____
 - Reassessment of security vulnerabilities when **you** make any system changes, software upgrades, changes to website or website functionality etc.
 - Network outages prevention and management including Back-up power source Redundant systems
 - Colocation facility Offline response (Describe) _____
 - Protocols meeting x.509 standards
 - Secure remote dialup or access
 - Computerized intrusion detection
 - Mainframe data protocols
 - Automated security scanner
 - High-speed internet connections
 - Wireless security meets WPA standards Other _____
 - Access restrictions
 - Load balancers
 - Penetration testing
 - Periodic security audits from third parties

2. Do **you** have established systems and physical security policies and procedures? Yes No. If yes, how often are they updated? continuously quarterly semi-annually annually. Are employees immediately notified of changes and/or updates? Yes No
3. Do **you** have established employee guidelines that address systems and Internet usage? Yes No
4. Are background checks, including a criminal record search, performed on (check all that apply) all temporary employees? all information technology department employees? all human resources department employees? all employees?
5. Which of the following can access **your** systems via the Internet? employees customers vendors business partners
6. Do **you** have a Systems/Physical Security Manager? Yes No
7. Is **your** disaster recovery program formalized? tested?
7. How frequently do **you** back-up data residing on **your** system? daily every 72 hours weekly other _____
9. Are physical back-up media stored in a secure off-site facility? Yes No. If yes, please indicate the frequency that physical back-up media is taken to the secure off-site facility: Daily Weekly Monthly Other _____
10. Do **you** ever warrant or guarantee that **your product** and/or **service** or website has no security vulnerabilities or that **your product** and/or **service** will prevent security breaches or the introduction of malicious code into the systems of others? Yes No

ERRORS & OMISSIONS

1. Which of the following do **Your** quality control procedures include? (check all that apply)
 - Pre-release/pre-dissemination Alpha testing Formal customer acceptance procedures Beta testing
 - Vendor certification process Statistical process control Formalized quality control program Prototype development
 - Products and/or services developed to industry standards: UL/CSA ISO 9000 or later series
 - CE Mark / ANSI Other _____
2. Do **you** include all necessary and required **product** labels, instructions and warnings with all of **your products**?
 - Yes No. Are the labels, instructions and warnings reviewed and approved by legal prior to inclusion?
 - Yes No
3. If **your product** and/or **service** were to fail, how many customers would be affected? 1-10 10-100 over 100
4. Indicate the acceptable downtime for **your product** and/or **service** according to **your** typical customers' needs
 - None Less than one day Less than two days More than two days
5. What percentage of **your products** and/or **services**, upon delivery to **your** customers, are returned or require fixes? _____%
6. Have **you** ever had to recall **your products**? Yes No.
If yes, please explain _____
7. Do **you** warrant or guarantee any standards of performance for **your products** and/or **services** (e.g. delivery and/or completion timeframes, availability, durability, quality, volume of transactions etc.)? Yes No. If yes, specify which standards _____
8. Do **you** subcontract out any part of **your** manufacturing operation? (Subcontractors include all contractors, distributors, vendors, strategic partners and/or affiliates, etc. involved in the research, development, distribution, sale of **your products** and/or **services** or management of **your** websites) Yes No. If yes, indicate a) the

percentage of **your** current revenues attributable to the work of subcontractors _____% and b) **your** reasons for the use of subcontractors (check all that apply) as a regular supplement to staff as staff for a particular project for expertise that **you** do not have in-house distribution other (please explain):

Do **you** make customers aware that subcontractors are being used? Yes No. Are the subcontractors identified as such to customers? Yes No. Describe what controls **you** have in place to ensure quality work from subcontractors _____

Do **you** subcontract out any part of **your** business operations? (Subcontractors include all contractors, distributors, vendors, hosting and co-location facilities, strategic partners and/or affiliates, etc. involved in the research, development, distribution, sale of **your products** and/or **services** or management of **your** websites or data.) Yes No. If yes, indicate a) the percentage of **your** current revenues attributable to the work of subcontractors _____% and b) **your** reasons for the use of subcontractors (check all that apply) as a regular supplement to staff as staff for a particular project for expertise that **you** do not have in-house distribution website hosting data hosting/storage network management disaster recovery/co-location benefit/payroll services other (please explain) _____

Do **you** make customers aware that subcontractors are being used? Yes No. Are the subcontractors identified as such to customers? Yes No. Does the subcontractor indemnify you for any outages, downtime or interruptions or degradation of services? Yes No. Describe what controls **you** have in place to ensure quality work from subcontractors _____

9. Do **your** service agreements with subcontractors with whom **you** entrust personally identifiable or confidential information contain indemnification agreements in **your** favor for liability arising out of a security/privacy breach incident? Yes No.

10. Do **you** require that subcontractors with whom **you** entrust personally identifiable or confidential information carry Errors & Omissions and/or Privacy/Network Security insurance? Always Sometimes Never.

Do **you** verify that subcontractors with whom **you** entrust personally identifiable or confidential information carry Errors & Omissions and/or Privacy/Network Security insurance by obtaining a certificate or a copy? Yes No.

11. Do **your** risk management procedures include the following? (check all that apply)

- Business documents (customer orders, agreements, etc.) retained for _____months _____years unlimited
- Maintenance of error/problem/downtime log for life of **product** and/or **service**
- Customer complaint resolution plan
- Customer notification plan of **your** discontinuance of a **product** and/or **service** or support
- Customer or **product** support including E-mail Website Customer site visitation Fax In-house repairs Toll-free numbers Availability: M-F 24/7
- Formal plan to address any flaws, defects, bugs, anomalies, problems, etc. discovered in **your products** and/or **services** or website including customer notification. Method of notification _____
- Timeframe from discovery to notify all customers less than one day 1-7days 1-4weeks over 1 month
- Formal service recall plan
- Records and information management policy that is formalized informal procedure only
- Denial of service attack/network outage response plan that is formalized tested informal procedure only
- Security/Privacy breach response plan that is formalized tested informal procedure only
- Data recovery plan that is formalized tested informal procedure only
- Data restoration plan that is formalized tested informal procedure only
- Data destruction plan that is formalized tested informal procedure only
- Other _____

12. Do **you** use a standard agreement with customers specifying the **products** and/or **services** **you** will provide? Yes No. If yes, indicate type executable contract shrinkwrap clickwrap/Terms of Service(TOS) engagement letter purchase order other _____

13. Indicate the percentage of **your** customers subject to **your** standard agreements _____%

14. Please indicate the following:

Typical Customer Agreement	Largest Customer Agreement
Size \$ _____	Size \$ _____
Duration ____ weeks ____ months ____ years	Duration ____ weeks ____ months ____ years
% of agreements modified or changed from your standard agreement ____%	Type <input type="checkbox"/> your standard agreement <input type="checkbox"/> your standard agreement with modifications <input type="checkbox"/> customer agreement

15. Are all customer agreements reviewed and approved by **your** attorney prior to execution? Yes No
16. Are all modifications to customer agreements and subcontractor/vendor agreements reviewed and approved by legal prior to execution? Yes No
17. Are all modifications in writing and approved by **your** legal counsel and signed off on by customer prior to implementation? Yes No
18. If **your** website allows e-commerce, do **you** require customers to read and affirmatively accept **your** agreement before enacting a transaction? Yes No
19. In the chart below, check each of the following clauses that are built into **your** standard customer agreement and/or **your** largest customer agreement and who the clause benefits

Clause	Standard Customer Agreement Clause benefits				Largest Customer Agreement Clause benefits			
	You	Customer	Mutually Beneficial	N/A	You	Customer	Mutually Beneficial	N/A
Arbitration Clause	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guarantees/Warranties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limitation of Liabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limitation of Consequential Damages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hold Harmless/Indemnification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule of Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclaimers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CURRENT INSURANCE

Do **you** carry Errors & Omissions/Professional Liability? Yes No

If no, explain _____

If yes, please provide the following information: Limit \$ _____ SIR/Deductible \$ _____

Premium \$ _____ Expiration Date _____

Type of Form: Claims Made or Occurrence Retroactive Date: _____

Insurance Company _____

Do **you** carry General Liability? Yes No

If no, explain _____

If yes, does **your** coverage include? (check all that apply) Personal Injury Advertising Injury Products Liability.

If yes, please also provide the following information: Limit \$ _____ SIR/Deductible \$ _____

Premium \$ _____ Expiration Date _____

Type of Form: Claims Made or Occurrence Retroactive Date: _____

Insurance Company _____

What is **your** desired Limit of Liability? (check all options that interest **you**) \$500,000 \$1,000,000
\$2,000,000 \$5,000,000 Other \$_____ What is **your** desired Retention? (check all options that interest **you**) \$2,500 \$5,000 \$10,000 Other \$_____

DO NOT ANSWER THE FOLLOWING QUESTION IF **YOU** ARE DOMICILED IN MISSOURI

1. Has **your** errors and omissions/professional liability coverage ever been declined, canceled or non-renewed?
Yes No. If yes, please describe why _____

TELL ALL

If you respond yes to any part of questions 1–4 below, you must provide us with a detailed explanation of the situation, the amount of money involved and what you are doing or have done to prevent any future such situation.

1. Claims Against Any of **You**
 a) Have any claims, suits or proceedings been brought during the past five years against any of **you** or any of **your** predecessors in business or affiliates or against any of **your** or their past or present partners, owners, officers, sales persons or employees? Yes No
 b) Are any of **you** aware of any actual or alleged fact, circumstance, situation, error, omission or issue with **your products** and/or **services**, website or **content** (including but not limited to, intellectual property, privacy and security issues) which may reasonably be expected to result in a claim being made against any of **you**? Yes No.
2. First-Party Loss and Business Interruption
 a) Have **you** experienced or has **your** system or website been used in any of the following types of security incidents or attacks (check all that apply)?
security breach denial of **service** attack transmission of malicious code (ex: virus)
identity theft disclosure of private information credit/debit card fraud
repudiation of access network outage other security incident
extortion threat/demand

For each item checked above, please describe the incident or attack, impact to **you**, customers or others and what measures **you** have taken to prevent a similar event (attach additional sheets, if necessary)

For each security incident or attack indicated above, please provide the following (attach additional sheets, if necessary):

	Type of Security Incident or Attack: _____	Type of Security Incident or Attack: _____
Duration of each outage	_____	_____
Total net income loss due to the outage	\$_____	\$_____
Total number of records affected in each security incident or attack	_____	_____
Total cost for forensic examination to determine origin, extent and duration of each security incident or attack	\$_____	\$_____
Total cost for notification to persons affected by the security incident or attack	\$_____	\$_____
for call center costs associated with notice	\$_____	\$_____
and for credit monitoring offered to affected persons	\$_____	\$_____

Total legal costs associated with the security incident or attack	\$ _____	\$ _____
Total amount of PCI fines and government fines	\$ _____ PCI Fines \$ _____ Government Fines	\$ _____ PCI Fines \$ _____ Government Fines
Total costs for customer redress (other than referenced above)	\$ _____	\$ _____
Total cost paid due to extortion threat/demand	\$ _____	\$ _____

b) Has data in **your** care been damaged or destroyed due to a security incident or attack? Yes No If yes, how much did it cost you to restore the data? \$ _____

3. Customer Complaints

In the last five years, have any of **your** customers a) made allegations or complained about the performance or non-performance of **your product** and/or **service**? Yes No, b) refused to pay **you** or stopped paying **you** because of a problem with **your product** and/or **service**? Yes No, c) requested a refund of their payment because of a problem with **your product** and/or **service**? Yes No and/or d) complained that **your product** and/or **service** was delayed or late? Yes No

4. Regulatory Events

Have any of **you** or any of **your** predecessors in business, affiliates or any of their past or present partners, owners, officers, sales persons or employees been investigated and/or cited by any regulatory agency arising out of their activities? Yes No

Required Additional Information

- Most current available financial statement (pro forma acceptable if **you** have been in business less than one year)
- Attached Available on **your** website(s)
- Standard customer agreement Attached Available on **your** website(s)
- Promotional material i.e. brochures, marketing materials Attached Available on **your** website(s)

REPRESENTATIONS

This application must be signed by an authorized partner, officer or other principal of the primary entity seeking coverage or by the proprietor of a proprietorship. By signing this application, you represent and agree that :

- 1. You are acting on behalf of all persons and entities for which you are seeking insurance;**
- 2. The statements and answers in the application and all supplements and attachments to it are accurate and complete. Additional information provided in response to subsequent questions and requests will also be accurate and complete;**
- 3. Statements and information that you provide that are attached to or that supplement this application are deemed to be incorporated into the application, and the application will be deemed to be incorporated into and a part of any policy that is issued;**
- 4. The statements, answers and additional information are representations by you; they are a material inducement to us to provide insurance or a proposal for insurance; and you intend for us to rely upon them;**
- 5. Any policy that we issue will be issued in reliance upon those representations;**
- 6. You will report to us immediately, in writing, all changes in your business or circumstances that would result in a different statement or answer or different information than the ones you have previously provided to us when the change becomes known to you between the date of this application and the effective date of the policy, if a policy is issued. We reserve the right to modify or withdraw any proposal for insurance that we offer when we receive information about such changes;**
- 7. If the application, including attachments and supplements, contains inaccurate, false or incomplete information or if you fail to provide notice of changes as required, we may declare any policy that has been bound or issued to be null and void, and we will not provide any coverage.**

NOTICE

The insurance coverage you are applying for does not cover any glitch or claim arising out of or in any way related to any actual or alleged: (1) bodily injury, sickness or disease and any resulting death; or (2) physical damage to, loss or destruction of tangible property or to any resulting loss of use.

Please note that item (2) above does not distinguish between your product or any other tangible property, whether such property is or was your product or tangible property or instead is or was another's tangible property.

For example, if your customer is using a product you made and that product is physically damaged, or property that is not your product is physically damaged, a claim arising from that event would not be covered under the policy because it arises from and is related to physical damage to tangible property, and it does not matter whether such damage is to your product, to property other than your product or to both, and it does not matter who owns or made the property that is damaged.

STOP! BEFORE YOU SIGN THIS APPLICATION, READ THE APPLICABLE FRAUD WARNING ON THE FOLLOWING PAGE

Signature of AUTHORIZED SIGNATORY

Date _____

Printed Name of AUTHORIZED SIGNATORY

Title _____

Producer/Broker Name and License Number _____

FRAUD WARNINGS

NOTICE TO ALL PROSPECTIVE INSURED:

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties in many states.

NOTICE TO PROSPECTIVE INSURED IN:

Colorado

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kentucky

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana, West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a

crime and may be subject to fines and confinement in prison.

Maine, Tennessee, Virginia, Washington

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, and denial of insurance benefits.

Maryland

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for such violation.

New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.