

## CYBER LIABILITY INSURANCE APPLICATION

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

**PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information.

### PRODUCER INFORMATION

|  |   |
|--|---|
| *QUOTE SUBMITTED DATE:                             | *QUOTE NEED BY DATE:  |
| *Producer's Name:                                  | <input type="checkbox"/> New Business <input type="checkbox"/> Renewal Policy No. |
| *Agency Name:                                      | *Producer's Email:  |
| *Mailing Address:                                  | *Producer's Telephone:  |
| Address 2:   | *Producer's Fax:  |
| *City:   | *CSR's Name:  |
| *State:                                      *ZIP: | *CSR's Email:   |

### APPLICANT INFORMATION

|  |                         |
|--|-------------------------|
| *Full Name:  | Website URL:            |
| *Mailing Address:                                  | State of Incorporation: |
| *City:   | Date Established:       |
| *State:                                      *ZIP: | Number of Employees:    |
| *Insured Contact Telephone:                        | *Email:                 |
| *Breach Response Contact Telephone:                | *Email:                 |

### COVERAGE GUIDE

| Coverage   | Limits                   |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
|  | Package A                | Package B                | Package C                |
| Security and Privacy Liability   | \$250,000                | \$500,000                | \$1,000,000              |
| Data Recovery and Business Interruption  | \$250,000                | \$500,000                | \$1,000,000              |
| Privacy Regulatory Defense and Penalties   | \$250,000                | \$500,000                | \$1,000,000              |
| Crisis Management Costs, Customer Notification Expenses, and Customer Support and Credit Monitoring Expenses | \$250,000                | \$500,000                | \$1,000,000              |
| Data Extortion   | \$250,000                | \$500,000                | \$1,000,000              |
| Media Liability  | \$250,000                | \$500,000                | \$1,000,000              |
| <b>CHECK TO SELECT PACKAGE</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### APPLICANT BUSINESS ACTIVITIES

|  |  |
|--|--|
| Business description:  |  |
| Does the applicant provide data processing, data storage, or data hosting services to third parties? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant distribute any products on a wholesale basis?                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If YES, please confirm the percentage of revenue generated by wholesale distribution:                | %  |

| <b>REVENUE INFORMATION</b>  |   |                      |  |
|---|---|----------------------|--|
| * For applicants in healthcare, provide net patient services revenue plus other operating revenue.<br>* For all other applicants, provide gross revenue information.  |   |                      |  |
|   | <b>Most Recent Twelve (12) Months<br/>(ending ____/____/____)</b> | <b>Previous Year</b> | <b>Next Year (estimate)</b>                              |
| Total Revenue:  |   |                      |  |
| Are significant changes in the nature or size of the applicant's business anticipated over the next twelve (12) months? Or have there been any such changes within the past twelve (12) months?   |   |                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If YES, please explain:   |   |                      |  |
| Has the applicant within the past twelve (12) months completed or agreed to, or does it contemplate entering into within the next twelve (12) months, a merger, acquisition, consolidation, whether or not such transactions were or will be completed? |   |                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If YES, please explain:   |   |                      |  |

| <b>INFORMATION SECURITY AND PRIVACY CONTROLS</b>   |   |  |  |
|--|---|--|--|
| Does the applicant have and require employees to follow written computer and information systems policies and procedures?  |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant use the following controls?   | Commercially available firewall protection?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
|  | Commercially available anti-virus protection? | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| If NO, please describe the alternative controls implemented to prevent unauthorized access or intrusion to computer systems:   |   |  |  |
| Does the applicant terminate all computer access and user accounts as part of the regular exit process when an employee leaves the company or when a third-party contractor no longer provides the contracted services?              |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant accept credit cards for goods sold or services rendered?  |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If YES:  |   |  |  |
| • Please state the applicant's approximate percentage of revenues from credit card transactions within the past twelve (12) months.  |   |  | %  |
| • Is the applicant compliant with applicable data security standards issued by financial institutions with which the applicant transacts business (e.g., PCI standards)?   |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant have an enforce policies concerning the encryption of internal and external communication?  |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Are users able to store data to the hard drive of portable computers or portable media devices such as USB drives?   |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant encrypt data stored on laptop computers and portable media?   |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please describe any additional controls the applicant has implemented to protect data stored on portable devices:  |   |  |  |
| What format does the applicant utilize for backing up and storage of computer system data?<br><input type="checkbox"/> Tape or other media <input type="checkbox"/> Online backup service <input type="checkbox"/> Other (describe): |   |  |  |
| Are tapes or other portable media containing backup materials encrypted?   |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Are tapes or other portable media stored offsite using secured transportation and secured storage facilities?  |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • If stored offsite, are transportation logs maintained?   |   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • If stored onsite, please describe physical security controls:  |   |  |  |

**WEBSITE CONTENT CONTROLS**

Please check all descriptions of website content posted by the applicant:

Information created by the applicant     
  Content under license from a third party     
  Streaming video or music content  
 Unlicensed third-party content (e.g., blog/message boards, customer reviews)     
  No website

Does the applicant have a procedure for responding to allegations that content created, displayed or published by the applicant is libelous, infringing, or in violation of a third party's privacy rights?  Yes    No

Does the applicant have a process to review all content prior to posting on the insured's internet site(s) to avoid the posting of improper or infringing content?  Yes    No

Has the applicant screened all trademarks and service marks used by the applicant for infringement of existing marks prior to first use?  Yes    No

Has the applicant acquired any trademarks or service marks from others within the past three (3) years?  
 • If YES, were acquired trademarks and service marks screened for infringement?  Yes    No

**PRIOR CLAIMS AND CIRCUMSTANCES**

Does the applicant or other proposed insured or any director, officer, or employee of the applicant or other proposed insured have knowledge of or information regarding any fact, circumstance, situation, event, or transaction which may give rise to a claim or loss or obligation to provide breach notification under the proposed insurance?  Yes    No

If YES, please provide details:

During the past five (5) years, has the applicant:

- Received any claims or complaints with respect to privacy, breach of information or network security, unauthorized disclosure of information, or defamation or content infringement?  Yes    No
- Been subject to any government action, investigation, or subpoena regarding any alleged violation of a privacy law or regulation?  Yes    No
- Notified consumers or any other third party of a data breach incident involving the applicant?  Yes    No
- Experienced an actual or attempted extortion demand with respect to its computer systems?  Yes    No

If YES, provide details of any such action, notification, investigation, or subpoena:

**SIGNATURE SECTION**

THE UNDERSIGNED AUTHORIZED EMPLOYEE OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED EMPLOYEE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF INSURANCE, IMMEDIATELY NOTIFY THE UNDERWRITER OF SUCH CHANGES, AND THE UNDERWRITER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. FOR NEW HAMPSHIRE APPLICANTS, THE FOREGOING STATEMENT IS LIMITED TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, AFTER REASONABLE INQUIRY. IN MAINE, THE UNDERWRITERS MAY MODIFY BUT MAY NOT WITHDRAW ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. NO COVERAGE SHALL BE AFFORDED FOR ANY CLAIMS NOT PROPERLY REPORTED UNDER THE TERMS AND CONDITIONS OF THE APPLICABLE POLICIES.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE UNDERWRITER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BECOME PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. FOR NORTH CAROLINA, UTAH, AND WISCONSIN APPLICANTS, SUCH APPLICATION MATERIALS ARE PART OF THE POLICY, IF ISSUED, ONLY IF ATTACHED AT ISSUANCE.

**FRAUD WARNING DISCLOSURE**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, AND RHODE ISLAND APPLICANTS:** 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.

**NOTICE TO COLORADO APPLICANTS:** 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 FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE TO KANSAS APPLICANTS:** ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS:** 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, OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MARYLAND APPLICANTS:** 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.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

**NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA APPLICANTS:** ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)

Signed\*: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Owner, Partner, Authorized Officer)

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number. If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: \_\_\_\_\_

Florida Agent's License Number: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

\* If you are electronically submitting this document, the online interface will request that you apply your electronic signature to this form. By doing so, you agree that your use of a keypad, mouse, or other device to apply your electronic signature constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.