

CYBER LIABILITY APPLICATION

NOTICE: INSURING AGREEMENTS I.A., I.C. AND I.D. OF THIS POLICY 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 DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENT I.B. OF THE POLICY PROVIDES COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS; COVERAGE UNDER SUCH INSURING AGREEMENT APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

Name (If incorporated please provide Corporate name)			
Street Address	City	State	ZIP
Primary Business Phone		Primary Email	

Are you applying as a Individual Corporation

Revenue	Number of Employees	Business Classification

For rating purposes only, Full time employees = over 30 hours per week. 1 Part time employee = .5 employee

II. INFORMATION SECURITY AND PRIVACY CONTROLS

1. Does the Applicant use commercially available Firewall protection and Anti-Virus Protection	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the Applicant terminate all associated computer access and user accounts as part of the regular exit process when an employee leaves the company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the Applicant accept credit cards for goods sold or services rendered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does the Applicant have and enforce policies regarding the encryption of data stored on backup tapes, online backup services, portable computers and portable media devices	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. WEBSITE CONTENT CONTROLS

1. 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the Applicant have a process to review all content prior to posting on the Insured's Internet Site to avoid the posting of improper or infringing content?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Within the last three (3) years, has the Applicant ever received a complaint or cease and desist demand alleging trademark, copyright, invasion of privacy, or defamation with regard to any content published, displayed or distributed by or on behalf of the Applicant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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IV. PRIOR INSURANCE

1. Does the Applicant currently have insurance in place covering media, privacy or network security exposures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Has any professional liability, privacy, network security or media insurance ever been declined or cancelled?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

V. PRIOR CLAIMS AND CIRCUMSTANCES

1. 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 that may give risk to a claim or loss obligation to provide breach notification under the proposed insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. During the last 5 years has the Applicant:		
A. Received and claims or complaints with respect to privacy, breach of information or network security, unauthorized disclosure of information, or defamation or content infringement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. Been subject to any government action, investigation or subpoena regarding any alleged violation of any law or regulation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. Notified consumers or any other third party of a data incident involving the Applicant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. Experienced an actual or attempted extortion demand with respect to its computer systems?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Coverage		
Coverage Description	PER CLAIM/BREACH SUBLIMIT OF LIABILITY (includes Claim Expenses)	AGGREGATE SUBLIMIT OF LIABILITY (includes Claim Expenses)
A. Privacy Liability (Including Employee Privacy)		
Coverage for amounts the Insured is legally obligated to pay as damages and claims expenses arising out of privacy breach or breach of privacy regulations, including a breach of a customer, client or employee's sensitive personal or corporate information.	Each Claim: Option 2: \$500,000 Option 3: \$1,000,000	Option 2: \$500,000 Option 3: \$1,000,000 SIR \$5,000
B. Privacy Regulatory Claims Coverage		
Coverage for defense expenses and regulatory fines and penalties (including consumer redress funds) incurred as a result of an actual or alleged breach of privacy regulations.	Each Regulatory Claim: Option 2: \$500,000 Option 3: \$1,000,000	Option 2: \$500,000 Option 3: \$1,000,000 SIR \$5,000
C. Security Breach Response Coverage		
Coverage for defense expenses and regulatory fines and penalties (including consumer redress funds) incurred as a result of an actual or alleged breach of privacy regulations Coverage for defense expenses and regulatory fines and penalties (including consumer redress funds) incurred as a result of an actual or alleged breach of privacy regulations.	Each Security Breach under: Option 2: \$500,000 Option 3: \$1,000,000	Option 2: \$500,000 Option 3: \$1,000,000 SIR \$5,000
D. Security Liability		
Coverage for amounts the Insured is legally obligated to pay as damages and claims expenses arising out of a failure of computer and network security which results in the inability of authorized parties to access the Insured's network, the theft or damage to data stored on the network, the failure to prevent transmission of malicious code or participation in DDos attacks.	Each Claim under: Option 2: \$500,000 Option 3: \$1,000,000	Option 2: \$500,000 Option 3: \$1,000,000 SIR \$5,000
E. Multimedia Liability		
Coverage for amounts the Insured is legally obligated to pay as damages and claims expenses arising out of any copyright or trademark infringement, libel, slander, defamation, plagiarism, invasion of privacy or liability with respect to media content of any nature released by the Insured.	Each Claim under: Option 2: \$500,000 Option 3: \$1,000,000	Option 2: \$500,000 Option 3: \$1,000,000 SIR \$5,000
Optional Coverage		
Cyber Extortion Coverage Extension: Cyber Extortion Expenses and Payments	Each Claim under Sublimit of Liability: \$50,000 Each Cyber Extortion Threat	Aggregate Sublimit of Liability: \$50,000 SIR \$5,000

This document provides a non legally binding indication of potential pricing, based on the information you have provided within this application. The Company gives no representation, warranty or confirmation of protection being granted. All risks must be agreed by the Company in writing prior to any coverage being granted.

Do you wish to Proceed with the Application Process?

No. I understand that I have a potential exposure to a serious financial loss that is not covered by other types of Insurance.

Yes. Please submit this application to the Program Administrator and, if accepted, issue a confirmation of my enrollment and a certificate/policy.

Please request an Inception Date

NOTICE TO APPLICANTS: 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 ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

STATEFRAUD DISCLOSURES:

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA 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.

NOTICETO 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 AUTHORITIES.

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 IN THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED 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 MATERIAL 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.

NOTICETO KENTUCKY APPLICANTS: 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.

NOTICE TO LOUISIANA 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 MAINE 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 AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND 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 MINNESOTA APPLICANTS: A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: 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 ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.

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 (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO 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 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.

NOTICE TO 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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE PROGRAM AND/OR INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE PROGRAM AND/OR INSURANCE, IMMEDIATELY NOTIFY THE PROGRAM ADMINISTRATOR OR INSURER OF SUCH CHANGES, AND THE PROGRAM ADMINISTRATOR OR INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE PROGRAM AND/OR INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER 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. THIS APPLICATION IS ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF UTAH.

Furthermore, and in respect of additional and related program deliverables, the undersigned declares that he/she understands and agrees to all of the terms and conditions provided in the Customer Agreement located at: [http:// biz.identityfraud.com/pages/customer-agreement](http://biz.identityfraud.com/pages/customer-agreement) and to the following statement: In respect of the Data Risk Liability insurance, I acknowledge that the coverage is provided on a "claims made" basis. I also specifically confirm that I will or that I have read, understood and agree to my state insurance disclosure, which relates to Excess and/or Surplus Lines insurance, which in summary, states the insurance company with which the Data Risk Liability coverage is being placed is not licensed by my state and is not subject to its supervision. In the event of insolvency of the insurance company, losses under the policy will not be paid by any state insurance guaranty or insolvency fund. Additionally, the coverage is provided pursuant to my acceptance into and continued active status in the Data Theft Risk Purchasing Group and/or related RPG. I understand there may be a nominal fee of \$1.00 per term paid to the RPG from the proceeds of my purchase.

This form may either be printed and signed or you may use a digital Signature and submit this form electronically. For instructions click here: [Instructions](#)

Signed By

Print Name

Date Application is Signed

Signature

Must be signed by Applicant's CEO, President or other Executive authorized to purchase coverage.

Printed Name & Title: _____

Date: _____