



THIRD PARTY TECHNOLOGY COVERAGE SUPPLEMENTAL APPLICATION

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY INSURANCE POLICY

Important Note: THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. Subject to its terms, the Policy applies only to a Claim first made against the Insureds during the Policy Period or the Optional Extension Period (if purchased) and reported in writing to the Insurer during or within 60 days after expiration of the Policy Period or during the Optional Extension Period (if purchased). Claim Expenses will reduce and may exhaust the Limit of Liability available to pay Claims and are applied to the deductible. The Insurer will not pay settlements or judgments after the Limit of Liability is exhausted by payment of Damages or Claim Expenses.

Additional Notice To New York Applicants: The Policy for which this Application is made is a claims made policy. The Policy provides no coverage for Claims arising out of incidents, occurrences or wrongful acts which took place prior to the Retroactive Date. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, a three year Optional Extension Period can be purchased. This Policy applies to Claims only if first made during the Policy Period, the automatic extension period or, if purchased, the Optional Extension Period. No coverage exists for Claims made after termination of coverage and the automatic extension period unless, and to the extent, the Optional Extension Period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the Optional Extension Period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by another insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity.

Additional Notice to Minnesota Applicants: Under Minnesota law a Claim may be reported orally or in writing to the Insurer or to the Insured’s Broker of Record.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. Applicant agrees that the representations made in this **Application**, and any supplemental attachments, are material and have been relied upon by the Underwriter in issuing any Policy.

Section 1 – Applicant Information

Name of Applicant: _____

1) Please describe in detail the nature and types of technology related to professional services the Applicant is engaged in: _____

2) Indicate the percentage (%) of Applicant’s gross revenues expected during the **next** twelve (12) months from the following services.

Please note that the total MUST equal 100%

	Percentage (%) Revenue		Percentage (%) Revenue		Percentage (%) Revenue
Data Processing and Entry	%	Computer Related Training	%	Forum/Content Channel/Forum Manager	%

Custom Software Development	%	Web Page Development Maintenance/Updates	%	Electronic Commerce	%
Packaged Software Development	%	Basic ISP/Web Space and Email	%	Application Service Provider	%
Consulting on Hardware/Software design/purchase	%	ISP/Portal as above but providing access to propriety content and services	%	Other, please describe:	%

3) Please indicate the major software applications and receipts attributable to the following services:

	Percentage (%) Home Use	Percentage (%) Commercial Use	Percentage (%) of Total Receipts
Administrative (sales data, lists, etc)	%	%	%
Accounting (payroll, receivables, payables)	%	%	%
Financial (savings, checking, loan, dividend accounts)	%	%	%
Inventory Control	%	%	%
Scientific	%	%	%
Graphics	%	%	%
Architectural (model building projection)	%	%	%
CAD/CAM: Manufacturing/Engineering tools	%	%	%
CASE: Application development tools	%	%	%
Communications: Utilities/Info Services	%	%	%
Fund Transfer	%	%	%
Medical	%	%	%

Educational	%	%	%
Facilities Management	%	%	%
Office Automation	%	%	%
Database Management Systems	%	%	%
LAN/Network	%	%	%
Imaging	%	%	%
Gatekeeper	%	%	%
Game Development	%	%	%
Other (please describe):	%	%	%

4) Please indicate the market(s) for the Applicant's products/services.

Please note that the total MUST equal 100%.

	Percentage (%) of Applicant's Receipts
Aerospace	%
Communications/Transportation	%
Construction/Mining/Agriculture	%
Education	%
Financial Institutions	%
Government (military)	%
Government (non-military)	%
Healthcare/Medical Services	%
Home Use	%
Manufacturing/Industrial	%
Trade: Retail/Wholesale	%
Other (please describe):	%

5) Please indicate how many of the following comprise the Applicant's network:

Server Computers	
Workstation Computers	
Authorized User Accounts	
Geographically distinct LAN sites	

Section 2 – Computer Systems Control

1) Has the Applicant suffered any known intrusions (i.e.: unauthorized access) of its Computer Systems in the most recent past twelve (12) months? Yes No

a) If yes, how many intrusions occurred? _____

b) If any damage was caused by any such intrusions, including lost time, lost business, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction: _____

c) Please describe the response taken by the Applicant to the intrusions: _____

2) Does the Applicant require positive acknowledgement from each employee of their understanding and agreement with the above policies and procedures? Yes No

3) Does the Applicant require positive acknowledgement from each employee of their understanding and agreement with the above policies and procedures? Yes No

4) Please indicate which of the following information systems policies and procedures the Applicant has published and distributed to employees:

<input type="checkbox"/> Yes <input type="checkbox"/> No	Information system access regulations and controls
<input type="checkbox"/> Yes <input type="checkbox"/> No	"Acceptable Use" standards
<input type="checkbox"/> Yes <input type="checkbox"/> No	The company's right to monitor employee use and activity, including reading e-mails and monitoring website activities
<input type="checkbox"/> Yes <input type="checkbox"/> No	Acceptable email use
<input type="checkbox"/> Yes <input type="checkbox"/> No	Acceptable internet use
<input type="checkbox"/> Yes <input type="checkbox"/> No	Password discipline
<input type="checkbox"/> Yes <input type="checkbox"/> No	Remote access
<input type="checkbox"/> Yes <input type="checkbox"/> No	Incident response, handling, and reporting
<input type="checkbox"/> Yes <input type="checkbox"/> No	Standards of communication for proprietary, sensitive, and confidential materials, and
<input type="checkbox"/> Yes <input type="checkbox"/> No	Responses to threatening, malicious, or unprofessional communications

5) Does the Applicant conduct training for every employee user of information systems in security issues and procedures for its Computer Systems? Yes No

If yes, please indicate how frequent such training is provided: _____

6) Does the Applicant have a disaster recovery program? Yes No

If yes, please attach.

7) Are the Applicant's internal networks and/or Computer Systems subject to third party audit or monitoring (including ethical hacking for security purposes)? Yes No

If yes, please summarize the scope of the service provided: _____

8) Has the Applicant undergone any business merger or acquisition that resulted in the merger of information systems in the most recent past three (3) years? Yes No

If yes, please describe: _____

Section 3 – Computer Systems Access Protection

1) Does the Applicant provide remote access to its Computer Systems? Yes No

If yes,

A) How many users have remote access? _____

B) Is remote access restricted to Virtual Private Networks (VPNs)? Yes No

If no, describe the extent to which other remote access is allowed, such as modem dial-in accounts, Remote Access Servers (RAS), or dedicated Frame Relay (FR) communications? _____

2) Please indicate which of the following password disciplines the Applicant enforces via automated system or software settings:

Passwords must contain at least eight (8) characters. If not, what is the minimum number (#) of characters?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Passwords must contain a mix of letters and one or more numbers and/or special characters (*())\$%\$#	<input type="checkbox"/> Yes <input type="checkbox"/> No
Passwords must be changed at least every thirty (30) days If not, how often?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Old Passwords may not be re-used	<input type="checkbox"/> Yes <input type="checkbox"/> No
Passwords may not be a word found in the standard dictionary of the English language	<input type="checkbox"/> Yes <input type="checkbox"/> No

3) Does the Applicant terminate all associated computer access and user accounts as part of the regular exit process when an employee leaves the company? Yes No

4) Does the Applicant regularly compare all associated computer access and user accounts with some comprehensive employee record, such as payroll lists, to identify unauthorized or "extra" accounts? Yes No

If no to question 3 or 4 above, please describe any procedures used to assure user accounts are valid: _____

5) Does the Applicant use commercially available firewall protection systems to prevent unauthorized access to internal networks and computer systems? Yes No

6) Does the Applicant use intrusion detection software to detect unauthorized access to internal networks and Computer Systems? Yes No

7) Does the Applicant accept payment for on-line goods or services rendered? Yes No

If yes, does the Applicant use commercially available software to ensure that those systems are secure? Yes No

8) Does the Applicant employ Anti-Virus software? Yes No

If yes, is it company policy to up-grade the software as new releases/improvements become available? Yes No

If no, how often does the Applicant upgrade its Anti-Virus software with new releases? _____

Section 4 – Data Encryption Procedures

1) Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted? Yes No

If yes, please describe when 1) internal and 2) external communications are encrypted? _____

Section 5 – Management of Content and Privacy Exposures

1) Does the Applicant collect process or maintain private or personal information as part of its business activities? Yes No

If yes,

A) Is any of the information regulated by HIPPA, GLB, the Data Protection Act or other laws or legislation protecting private of personal information? Yes No

B) Does the Applicant have written procedures in place to comply with laws governing the handling and/or disclosure of such information? Yes No

C) Does the Applicant have an appointed privacy officer? Yes No

D) Does the Applicant have a legally reviewed privacy policy? Yes No

E) Doe the Applicant share private or personal information gathered from customers (by the Applicant or others) with third parties? Yes No

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 IN 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 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 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.)

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 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.

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 THE 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 ARISING OUT OF A CIRCUMSTANCE NOT DISCLOSED IN THIS APPLICATION.

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.

Signed*: _____

Date: _____

Print Name: _____
(Owner, Partner, Authorized Officer)

Title: _____

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, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box 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.

Electronic Signature and Acceptance – Authorized Representative

Electronic Signature and Acceptance - Producer