



Renewal Application for Technology and Information E&O Liability Insurance

Tech//404[®]

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

- Whenever used in this Application, the terms “You” or “Your Company” shall mean the party proposed as the Named Insured and any subsidiaries and their respective directors, officers, trustees, and governors.
- You are required to complete sections 1 - 6, and 9.
- You should complete the other applicable section(s) for the coverage(s) requested.
- If additional space is required for a response, include such response in an attachment to this Application, clearly identifying the Application question for which a response is being provided.

1. COVERAGE REQUESTED

- Technology E&O (Insuring Agreement A)
- Data Privacy, and Network Security (Insuring Agreements B-C)
- Media and Electronic Content Personal Injury (Insuring Agreement D)
- Intellectual Property Infringement Liability (Insuring Agreement E)

2. GENERAL INFORMATION

a) Applicant’s Name: _____

Officer of the Applicant designated to receive all notices from the **Insurer**:

Name: _____ Title: _____

Phone Number: _____ Email Address: _____

b) Principal Address:

Street: _____

City: _____ State: _____ Zip Code: _____

c) Are you a public company, or a public reporting company under the Securities Exchange Act of 1934?
Yes No

d) Is the Applicant contemplating a merger, acquisition or divestment of assets in the next 12 months? Yes No

If "Yes", please explain: _____

e) Have there been any changes in your business operations over the last 12 months? Yes No

If "Yes", what were these changes? _____

3. FINANCIALS and OPERATIONS

a) Provide the following information.

	Current Fiscal Year	Next Fiscal Year (est.)
Total Assets (\$'s)		
Total Revenue (\$'s)		
Net Income/(Loss) (\$'s)		
Customer retention % year over year		

Are there any material changes in the size or duration of contracts? Yes No

If "Yes", what were these changes?

Do you have venture capital or private equity backing? Yes No

If "Yes", please explain:

Please provide name (if applicable) _____

4. DATA PRIVACY AND HOW YOU MANAGE IT

a) In the past year, have there been any material changes to your privacy policies and/or your approach to privacy controls? Yes No

If "Yes", please explain: _____

b) Have there been any changes to the nature of the 3rd party data that you are holding or storing?

Yes No

If "Yes", please explain: _____

5. NETWORK SECURITY AND HOW YOU MANAGE IT

Please have a senior IT member (such as CIO or Chief Security Officer) complete this section.

a) Within the last year, have you conducted an updated **third party audit** of your network security process and practices?

Yes No

Name security audit firm and date of last assessment: _____

* Optional: Provide full results of your network security audit. (Reduction in premium could apply)

b) Are there any material changes (downgrade in security readiness, etc.) to the quality of network security that were reflected in the audit? Yes No

If "Yes", what were these changes? _____

c) Do you have any updated **physical security measures** in place to control and monitor human access to your main servers and most sensitive information? Yes No

Please list measures: _____

6. ERRORS AND OMISSIONS

a) Have there been any changes or updates to your contractual **warranties or indemnification** provisions or your limitation of liability provisions? Yes No

If "Yes", what were they? _____

b) Are there any new quality control measures which you employ? Yes No

If "Yes", what are they? _____

- c) Have you made any changes to your quality control procedures in the past year? Yes No

If "Yes", what are the changes?

7. MEDIA AND ONLINE CONTENT (COMPLETE ONLY IF YOUR ARE APPLYING FOR THIS COVERAGE)

- a) Have you altered or amended your review process to **screen your online content and/or mass emails** over the last 12 months? Yes No

- b) Does your website(s) allow for 3rd parties or employees to **post their own comments and content** via a chatroom or bulletin board included in your site? Yes No

If yes, please check all that apply:

All Content is reviewed by website owner prior to publication Yes No

All Content is reviewed by web site owner after publication Yes No

A procedure is in place (and actively used) to remove infringing, libelous, or otherwise controversial materials. Yes No

- c) Do you have an individual or a group solely responsible for the timeliness, appropriateness, and legality of the content posted on your website? Yes No

8. INTELLECTUAL PROPERTY COVERAGE (COMPLETE ONLY IF YOU ARE APPLYING FOR THIS COVERAGE)

- a) Have you added any copyrights or trademarks in the last year (own or manage)? Yes No

If "Yes", please explain:

- b) Have you changed any of your intellectual property (IP) controls in the last year? Yes No

If "Yes", what were the changes?

9. ACTUAL OR POTENTIAL PROFESSIONAL LIABILITY CLAIMS

Since the submission date of the last application submitted to the Insurer, has there been any change in the status of any claim, suit, circumstance, allegation, or contention previously reported under a Technology or Cyber Professional Liability policy issued by a carrier other than the Insurer? Yes No

If "Yes", please explain: _____

WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES OF THE INSURER, IT IS AGREED THAT ANY MATTER REQUIRED TO BE DISCLOSED IN RESPONSE TO THE ABOVE QUESTIONS, AND ANY CLAIM ARISING FROM OR RELATED TO SUCH MATTER, IS EXCLUDED FROM ALL PROPOSED INSURANCE.

10. ADDITIONAL APPLICATION MATERIALS

At the discretion of the **Insurer**, and as is relevant to the requested coverage(s), the following materials may be required.

- Any specific claim information per section 9
- The most recent fiscal year-end and interim financial statements
- The latest edition of the Applicant's Internet and Network Security Policy
- The latest edition of the Applicant's Privacy Policy
- A copy of a typical customer contract

11. NOTICE TO APPLICANT

The Undersigned warrants that to the best of his/her knowledge and belief, the statements set forth herein are true. The **Insurer** will have relied upon this **Application** in issuing any policy. The **Insurer** is hereby authorized to make any investigations and inquiry in connection with the information, statements and disclosures provided in this **Application**.

The signing of the **Application** does not bind the Undersigned to purchase the insurance, nor does review of this **Application** bind the **Insurer** to issue a policy. It is agreed that this **Application** shall be the basis of the contract should a policy be issued. This **Application** shall be attached and 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.

The Undersigned declares that the person(s) and entity(ies) proposed for this insurance understand that:

- The **Policy** shall apply only to **Claims** made during the **Policy Period** or Extended Reporting Period (if applicable);
- The limit of liability contained in the **Policy** shall be reduced, and may be completely exhausted, by **Defense Expenses**, and, in such event, the **Insurer** shall not be liable for **Defense Expenses** or for the amount of any judgment or settlement to the extent that such cost exceeds the limit of liability in the **Policy**; and
- **Defense Expenses** that are incurred shall be applied against the retention amount.

12. MATERIAL CHANGE

The Undersigned further declares that if any occurrence or event that takes place prior to the effective date of the insurance for which application is being made which may render inaccurate, untrue, or incomplete any statement made, such occurrence or event will immediately be reported in writing to the **Insurer**. The **Insurer** may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

13. FRAUD WARNINGS

NOTICE TO ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: 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, WHICH IS A CRIME.

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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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, MAINE, TENNESSEE, AND VIRGINIA 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 FLORIDA APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY EMPLOYER OR EMPLOYEE, INSURANCE COMPANY, OR SELF-INSURED PROGRAM, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY 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 AND NEW MEXICO 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 CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO MARYLAND APPLICANTS: 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 MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO NEW JERSEY 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 SUCH VIOLATION.

NOTICE TO OKLAHOMA APPLICANTS: 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 OREGON AND TEXAS APPLICANTS: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

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 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.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED BY ONE OF THE FOLLOWING INDIVIDUALS WHO IS AUTHORIZED TO SIGN ON BEHALF OF ALL INSURED

**INCLUDING THE INSURED ENTITY AND ANY PERSONS FOR WHOM THE INSURANCE IS TO BE PROVIDED:
THE CHAIRMAN OF THE BOARD, PRESIDENT OR CEO.**

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____