



CARRIER:

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Cyber Liability and Data Security +

THIS IS AN APPLICATION FOR A POLICY WHICH INCLUDES CLAIMS MADE COVERAGE. PLEASE READ YOUR POLICY CAREFULLY. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION. APPLICANT MAY QUALIFY FOR AN INSTANT QUOTE BY COMPLETING SECTION I BELOW.

I. INSTANT QUOTE INFORMATION

Instant quote is not available for applicants with losses in the past five years. If there is a loss history, please complete this section and submit details in a claim supplement.

Name of applicant: _____ DBA: _____

Location address: _____ Same as mailing address

City: _____ State: _____ Zip: _____

Web address: _____ E-mail address of primary contact: _____

Description of operations: _____

Latest 12 month domestic revenue (if under one year in operation, projected 12 month revenues): _____

Latest 12 month foreign revenue (if under one year in operation, projected 12 month revenues): _____

Estimated number of non-employee individuals whose personal information* is stored transmitted or collected by the applicant or any third party service provider on behalf of the applicant: _____

Estimated number of foreign individuals whose personal information is stored, transmitted, or collected: _____

| Type(s) of personally identifiable information collected, transmitted, or stored | Number of records collected or transmitted per year | Maximum number of records stored at any one time |
|--|---|--|
| Social security number or individual taxpayer identification number | | |
| Financial account record (e.g. bank accounts) | | |
| Payment card data (e.g. credit or debit cards) | | |
| Driver's license number, passport number or other state or federal identification number | | |
| Protected health information (e.g. medical records) | | |
| Username/email address, in combination with password or security question | | |
| Other – Please provide details | | |

II. RISK BACKGROUND

1. Do you have any subsidiaries, are a subsidiary of another company, or have any affiliated entities? Yes No

If "Yes," please provide name, percentage of ownership, and details: _____

2. Is the applicant affiliated with a franchise? Yes No

If "Yes," please provide name: _____

3. Please list the regulatory or compliance frameworks you are compliant with (such as HIPAA, HITECH, PCI-DSS, SOX, etc.):

III. CLAIM ACTIVITY

4. In the last five years, has the applicant had a data breach resulting in the misappropriation or public disclosure of personal information*, or has a claim, suit, inquiry, complaint, notice of charge, notice of hearing, regulatory action, governmental action or administrative action related to the coverage applied for, including but not limited to actions involving (1) libel or slander, (2) privacy rights, (3) plagiarism, (4) piracy, (5) misappropriation of ideas, or (6) infringement of copyright, domain name, trademark, logo been made or brought against any person or entity proposed for this insurance? Yes No

If "Yes," please provide a claims supplemental application for further review.

5. Is the applicant, president, member of the board of directors, executive officer, general counsel, staff attorney, chief information officer, chief security officer, chief privacy officer, manager or any individual in a substantially similar position as those previously referenced or with substantially similar responsibilities as those referenced aware of any previous data breach or allegation, fact, circumstance, contention, incident, threat or situation which may result in a claim, suit, inquiry, complaint, notice of charge, notice of hearing, regulatory action, governmental action or administrative action related to the coverage applied for including but not limited to one or more of the actions described in Question 5, above? Yes No
- If "Yes," please provide a claims supplemental application for further review.
6. Current cyber liability coverage (provide insurer name, coverage, limits, retroactive date, premium): _____

IV. WEBSITE MEDIA LIABILITY

7. Does the applicant have a website or utilize a social media platform? Yes No
- If "Yes," please answer the following regarding the content used online:
- a. Does the applicant review material that is posted or utilized online? Yes No
- b. Does the applicant obtain written releases from all images used? Yes No
- c. Does the website have a privacy policy? Yes No

V. SECURITY MEASURES

Information/Network Security Risk Management

8. Does the applicant utilize the following controls?
- a. Anti-virus/Malware protection on all internet accessible devices Yes No
- b. Firewalls or service that has configuration-designed and maintained to protect data Yes No
- c. Intrusion detection software or service Yes No
- d. Passwords that are complex and contain at least eight characters Yes No
- e. Passwords that are changed every 90 days Yes No
- f. Have an updated system that utilizes chip card technology Yes No
- g. Default passwords changed on all third party hardware and software products Yes No
9. Does the applicant proactively address system vulnerabilities, including regular updates to anti-virus/malware protection and critical security patches? Yes No
10. Has the applicant had a vulnerability assessment, penetration test, or other network security assessment performed in the last 12 months? Yes No
11. Does the applicant have a data retention and destruction plan in place that includes both electronic and physical data? Yes No

Information/Network Security Policy

12. Does the applicant have a written physical and network security policy in place? Yes No
13. Do all employees receive training on the privacy policy at least annually? Yes No
14. Does the applicant have a designated individual responsible for the management of, and compliance with the applicant's security policies? Yes No
- If "Yes," what is the name and title of this individual? _____

Breach Response/Disaster Recovery/Business Continuity Planning

15. Does the applicant have a written data breach response plan in place? Yes No
16. Does the applicant back up all valuable/sensitive data, including personal information* of others, on a daily basis? Yes No
- If not daily, how often? _____
17. Does the applicant have a disaster recovery and business continuity plan in place that is designed to avoid business interruption due to IT systems failure? Yes No
- If "Yes":
- a. Is this plan regularly tested and updated? Yes No
- b. How many hours does it take the applicant to fully restore their systems?
- 0-8 hours 9-12 hours 13-24 hours More than 24 hours Unknown

Encryption

18. Does the applicant encrypt personal information* in the following scenarios?
- a. "At rest" within computer databases or on back-up storage devices Yes No
- b. "In transit" via email or other electronic means of communication Yes No
- c. Stored on mobile devices including laptops flash drives, and mobile phones Yes No

Physical Security

19. Does the applicant have physical security in place to restrict access to computer systems or paper records that contain sensitive information? Yes No

Vendor Controls

20. Are business associate agreements in place for all third parties? N/A Yes No
21. Has applicant confirmed payment processor and any third party assisting with payment cards is compliant with Payment Card Industry Data Security Standards? (PCIDSS) N/A Yes No
22. Have you entered into a written contract or agreement with a service provider or utilize a third party that holds, transmits, or stores personal information* on your behalf? Yes No

If "Yes," list providers:

| Service Provider Name | Services Provided | Type of Personal Information | Number of Records |
|-----------------------|-------------------|------------------------------|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Employee Controls

23. Does the applicant conduct background checks on all employees? Yes No
24. Does the applicant restrict employee access to Personally Identifiable Information on a business "need-to-know" basis? Yes No
25. Is remote access to the network permitted only if through Virtual Private Network (VPN) or equivalent system? Yes No
26. Does applicant terminate all associated computer access and user accounts as part of the regular exit process when an employee leaves the company? Yes No
27. Do you track and monitor all access to network resources? Yes No

**Personal information means, for the purpose of this application, non-public personal information about an individual protected under Federal and/or state privacy laws or regulations or other governmental entities. Personal information includes but is not limited to: medical records, prescription use, financial or bank account information, social security number, credit card number, driver's license or state identification card number, date of birth, mother's maiden name, biometric information (fingerprint), passport number, alien registration number, criminal history, citizenship or immigration status, sexual orientation.*

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and 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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Fraud Statement: 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.

Florida Fraud Statement: 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.

Kansas Fraud Statement: 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: 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

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

Ohio Fraud Statement: 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.

Oklahoma Fraud Statement: 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.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania Fraud Statement: 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.

Tennessee, Virginia and Washington Fraud Statement: 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.

Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

New York Disclosure Notice: This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extended reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a Policy be issued and it will be attached and become a part of the Policy.

New York Fraud Statement: 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.

Applicant's signature: _____ Title: _____
Principal, Partner, or Officer of the Firm

Date: _____



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.