

THIS APPLICATION IS NEITHER AN OFFERING NOR A BINDER OF COVERAGE. ALSO, YOUR COMPLETION OF THIS APPLICATION DOES NOT OBLIGATE THE COMPANY TO OFFER COVERAGE TO YOU.  
 THE POLICY YOU ARE APPLYING FOR IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES.  
 THIS IS A "CLAIM EXPENSES" WITHIN THE LIMITS POLICY. UNDER THIS POLICY, ALL "CLAIM EXPENSES" ARE INCLUDED WITHIN BOTH THE APPLICABLE LIMIT OF INSURANCE AND DEDUCTIBLE. THIS COULD RESULT IN THE LIMIT OF INSURANCE BECOMING COMPLETELY EXHAUSTED BY THE PAYMENT OF "CLAIM EXPENSES", IN WHICH CASE, NO FURTHER COVERAGE IS PROVIDED BY THIS POLICY. PLEASE DISCUSS WITH YOUR AGENT OR BROKER.

**AGENCY INFORMATION**

Name of Agency or Broker \_\_\_\_\_ Agent \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Agency Address \_\_\_\_\_

**APPLICANT GENERAL INFORMATION**

Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Website \_\_\_\_\_  
 Company Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Number of years in business \_\_\_\_\_  
 In what state are you located \_\_\_\_\_  
 What is your annual gross revenue (in \$)? \_\_\_\_\_ Current Year? \_\_\_\_\_ Next Year? \_\_\_\_\_  
 What Industry most closely describes your business?  
 \_\_\_\_\_  
 Billing Type: \_\_\_\_\_ Billing Plan: \_\_\_\_\_  
 Desired Effective Date \_\_\_\_\_

If you already have this or similar coverage in place, you may be eligible for Prior Acts coverage. If you would like prior acts coverage please specify the desired retroactive date. \_\_\_\_\_  
 Inception date of your first Cyber Policy \_\_\_\_\_  
 Desired Retroactive date \_\_\_\_\_ *Note: cannot be earlier than the inception date of the first policy you purchased*  
 How much coverage would you like? Limit: \_\_\_\_\_  
 Deductible: \_\_\_\_\_  
 Regulatory Expense Sublimit: \_\_\_\_\_

Please describe your platform or outsources services vendor: \_\_\_\_\_  
 Backup & Data Recovery \_\_\_\_\_  
 ISP \_\_\_\_\_  
 Financial Services & Payments \_\_\_\_\_

**HISTORY OF CLAIMS & COMPLAINTS**

Have you received any complaints, claims or been subject to litigation involving matters of privacy injury, identity theft, Denial of Service attacks, theft of others' information, damage to others networks or others' ability to rely on your network or similar?  
 If yes, how many in past 5 years? \_\_\_\_\_  
 Please explain \_\_\_\_\_

**KNOWLEDGE OF CONDITIONS PRECIPITATING CLAIMS OR COMPLAINTS**

Are any individuals or organizations to be insured under this policy responsible for, or aware of, any prior incident, circumstance, event, complaint or litigation that could reasonable give rise to a claim under this Policy? \_\_\_Yes \_\_\_No

a) If you answered "yes" to either of the above questions in this section, please use the space below or provide a separate attachment to describe the date, location, nature, circumstance, loss and any subsequent preventative measures taken by you in association with the incident. \_\_\_\_\_

b) It is agreed by all concerned that if any of the individuals or organizations proposed for coverage under this Policy is responsible for or has knowledge of any incident, circumstance, event or litigation which could reasonable give rise to a claim, whether or not described above, any claim will subsequently emanating there from shall be excluded from coverage

**APPLICANT REPRESENTATION**

Applicant hereby declares, after inquiry, that the information contained herein and in any supplemental application or forms required hereby are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the company with whom is Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Application understands and acknowledges that:

- 1) Completion of this application any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental application, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.
- 8) Applicant has answered "yes" to all risk questions included the application and agrees to continuously implement these controls throughout the policy period.
- 9) Applicant has read the list of prohibited activities accompanying this application and that applicant's business does not involve any listed prohibited activity.

**FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE**

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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties (For New York residents only: 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.) (For Pennsylvania Residents only: Any person who knowingly with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)

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 or incomplete 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: \_\_\_\_\_  
Applicant's Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Insurance Agent Signature: \_\_\_\_\_  
Date: \_\_\_\_\_