

Cyber Liability And Privacy Coverage Application

94.001-3 (09/15)

CERTAIN COVERAGES OFFERED ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). PLEASE READ THE POLICY CAREFULLY.

You, Your Company, and Applicant mean all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

I. GENERAL INFORMATION

Name of Applicant	<input type="text"/>
Mailing Address	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
ZIP Code	<input type="text"/>
Description of Applicant's Operations	<input type="text"/>

II. INSURANCE TERMS/CURRENT INSURANCE INFORMATION

The following table details the limits and retentions being offered:

Insuring Agreement	Limit	Retention
A. Privacy Liability	\$1,000,000	\$2,500
B. Privacy Regulatory Claims Coverage	\$1,000,000	\$2,500
C. Security Breach Response Coverage	\$1,000,000	\$2,500
D. Security Liability	\$1,000,000	\$2,500
E. Multimedia Liability	\$1,000,000	\$2,500
F. Cyber Extortion	\$1,000,000	\$2,500
G. Business Income and Digital Asset Restoration	\$1,000,000	\$2,500 each claim 8 hrs waiting period
H. PCI DSS Assessment	\$1,000,000	\$2,500

III. REVENUES

Indicate the following as it relates to the Applicant's fiscal year end (FYE):

Prior FYE

Total Revenue

\$

IV. NETWORK SECURITY

SYSTEMS

1. Do **You**, or an outsourced firm, back up your data and systems at least once a week, and store these backups in an offsite location? Yes No
2. Do **You** have anti-virus software and firewalls in place that are regularly updated (at least quarterly)? Yes No
3. Are **You** aware of any or have any grounds for suspecting any circumstances which might give rise to a claim? Yes No
4. Within the last 5 years, has **your Company** suffered any system intrusions, tampering, virus or malicious code attacks, loss of data, loss of portable media, hacking incidents, extortion attempts, or data theft, resulting in a claim in excess of \$25,000 that would be covered by this insurance? Yes No

If the **Applicant** is a Healthcare organization, Financial Institution or Legal Services (consumer) then the following question MUST be answered:

5. Do **You** have a written policy which requires that personally identifiable information stored on mobile devices (e.g. laptop computers / smartphones) and portable media (e.g. flash drives, back-up tapes) be protected by encryption? Yes No

* With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any executive officer of the **Applicant** had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.

It is a crime to knowingly and intentionally attempt to defraud an insurance company by providing false or misleading information or concealing material information during the application process or when filing a claim. Such conduct could result in your policy being voided and subject you to criminal and civil penalties.

Signature * of **Applicant's** Authorized Representative (President, CEO or Chief Information/Security Officer)

Name (Printed)

Title

Date

CYBER DECEPTION SUPPLEMENTAL APPLICATION

- 1. Does the **Applicant** have dual control when transferring funds in excess of \$25,000 to external parties? Yes No
- 2. Does the **Applicant** provide training for staff members who transact funds in excess of \$25,000 externally? Yes No
- 3. Have there been any losses for a "Cyber Deception Event" in the past year in excess of \$10,000? Yes No

"Cyber Deception Event" means:

- 1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretences; or
- 2. The theft of "Your Organization's" funds as a result of an unauthorized intrusion into or "Security Compromise" of "Your" "Computer System" directly enabled as a result of a "Cyber Deception".

Signature * of Applicant's Authorized Representative Name (Printed) (President, CEO or Chief Information/Security Officer)

Name (Printed)

Title

Date

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

94.553 (01/15)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS.

UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ _____
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date