

Cyber \$entialSM – Data Protection Liability and Network Security Liability

Quotation and Coverage Acceptance Form

Policy Information

Name Insured: _____

Mailing Address: _____

Policy period: From _____ To _____

Agent Name/Phone #: _____

Agent Address/Email: _____

Rating Information:

Nature of Operation:

Property Manager: _____

Property Owner: _____

Community Association: _____

Anticipated Revenue (next 12 months): _____

Total Premium: _____

Coverage Plan Limit: _____ (Select from Plan 1, 2, 3, or 4)

Retroactive Date: _____ (Same as Effective Date)

Coverage Summary

Coverage	Plan 1	Plan 2	Plan 3	Plan 4
Annual Aggregate per Certificate	\$100,000	\$250,000	\$500,000	\$1,000,000
Security Breach Liability	\$100,000	\$250,000	\$500,000	\$1,000,000
Web Site Publishing Liability	\$100,000	\$250,000	\$500,000	\$1,000,000
Public Relations Expense	\$50,000	\$50,000	\$100,000	\$250,000
Security Breach Expense	\$50,000	\$50,000	\$100,000	\$250,000
Regulatory Proceeding Coverage	\$25,000	\$25,000	\$25,000	\$25,000
Deductible (per coverage):	\$5,000	\$5,000	\$5,000	\$5,000
Pricing (by Annual Revenue) including Terrorism:				
\$-0 to \$2,500,000	\$300	\$400	\$500	\$650
\$2,500,001 to \$5,000,000	\$350	\$550	\$675	\$850
Over \$5,000,000	Refer to Underwriter			

*Premiums do not include surplus lines taxes or fees. Premiums do not include RPG membership fee.



Coverage Summary *continued*

Security Breach Liability	Provides coverage for neglect, breach of duty or omission by the insured that results in personal information in softcopy or hardcopy form that is acquired by those unauthorized to have it or published by those who are authorized to have it. Coverage also provided for release of malicious code from the insured's computer system.
Web Site Publishing Liability	Provides coverage for content posted to insured's website that results in infringement of copyright, trademark, trade dress or service mark; or defamation or violation of a person's right to privacy and is due to error, misstatement or misleading statement by the insured.
Public Relations Expense	Provides coverage for fees assessed by public relations firm to rebuild insured's reputation after computer breach or the release of virus, malicious code or denial of service attack.
Security Breach Expense	Provides coverage for various expenses associated with the mitigation of a security breach.
Regulatory Proceeding Coverage	Provides coverage for defense costs in response to a regulatory hearing or investigation as well as the resulting fines / penalties that are assessed from an unauthorized disclosure of personal identifiable information.

Conditions of Acceptance

As a condition of accepting coverage as proposed above the applicant warrants that the following statements are all true:

The applicant has not had the following:

- Network security incidents in the last 3 years involving data breaches, virus, unauthorized use an access, or any other breach of network security.
- Policy cancelled or non-renewed that deals with network security and website content.
- Been sued or threatened with a suit related to its web site content, e-commerce activity or network security in the last 5 years.
- Knowledge of any act, error or omission on their part that may be reasonably expected to give rise to any e-commerce claims against the insured.
- Been investigated or fined by any government regulatory agency such as the FTC for privacy related violations in the last 5 years.

The applicant's business activities do NOT involve any of the following:

- Soliciting, collecting, and distribution of customer information without verified authorization.
- Over 25% of revenues generated from online transactions.

The applicant's current network security and internal controls includes the following:

- Currently supported computer operating system, anti-virus/malware/spyware software protection, and network security tools in place.
- Screening process for hiring employees, temporary employees, and vendors and granting them systems access.
- Mobile devices such as laptops, tablets and smart phones have, at a minimum, password protection.
- Secures permission for use of third party generated content such as text, images, audio or video prior to posting the content on its website.
- Network and System backups are conducted at least once a week.



Conditions of Acceptance *continued*

Any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and (NY: Substantial) civil penalties. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA, and WA, insurance benefits may also be denied)

APPLICABLE IN COLORADO

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 of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

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.

APPLICABLE IN FLORIDA

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.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT

Any person who knowingly and with intent to defraud any insurance company or another 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 may subject the person to criminal and civil penalties.

APPLICABLE IN OHIO

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 deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

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.

APPLICABLE IN WASHINGTON

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.



Conditions of Acceptance *continued*

The undersigned is an authorized representative of the applicant and certifies that reasonable enquiry has been made to obtain the answers to questions on this application. He/She certifies that the answers are true, correct, and complete to the best of His/Her Knowledge.

NEW YORK-IMPORTANT NOTICE

The State of New York requires that we notify you of some important features of claims-made policies:

1. This policy is written on claims-made basis.
2. The policy affords no coverage for any act, error, or omission occurring before the Retroactive Date, if any, shown below.
3. Except to the extent that an Extended Reporting Period applies, the policy affords no coverage for any "claim" reported after a "termination of coverage."
4. This policy provides an automatic 60-day Basic Extended Reporting Period at no additional charge. An optional Supplemental

Extended Reporting Period of unlimited duration is also available, but only by endorsement and after payment of additional premium.

1. If the optional Supplemental Extended Reporting Period is not purchased, coverage gaps may occur.
2. Premium rates for a claims-made policy are lower in the earlier years than they would be for a similar occurrence policy.

However, one should expect substantial premium rate increases in later years of claims-made coverage.

Applicant Signature _____ Producer Signature _____
Date _____ Producer Name _____
Master Policy Certificate Number _____ State Producer License No. (FL only) _____

