**This application was developed in order to gain the information necessary to properly analyze your exposure to loss. The information contained will assist us in evaluating and pricing your insurance coverage. Keep in mind, the information contained can also serve as a tool for you in minimizing your exposure to loss. Please note that there may be sections that do not apply to your operations. Where that is the case, you should mark those sections as “not applicable” (N/A).**

|  |
| --- |
| **Section 1 - OVERVIEW** |

Name of Insured:

Designated Authorized Contact (Risk Manager, etc)

Name:       Title:

Telephone:       Email address:

**REQUESTED COVERAGES**

Indicate with an 🗷 in the appropriate area the desired coverage and limit.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Coverage** | **YES** | **NO** | **Limit** | **Deductible****Amount** | **Effective****Date** | **Retroactive Date** |
| A. | Technology Errors or Omissions - Level’s I, II or IIIIf YES, complete Sections 1 - 7 | [ ]  | [ ]  | $        | $        |        |        |
| B. | Privacy Liability – if YES, complete Sections 1-7 and Supplement A | [ ]  | [ ]  | $        | $        |        |        |
| C. | Communications Liability – If YES, complete Sections 1 – 7 and Supplement B | [ ]  | [ ]  | $        | $        |        |        |

**CURRENT COVERAGES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Current Carrier Information****Complete for each coverage requested** | **Limit** | **Current****Premium** | **Deductible****Amount** | **Expiration****Date** | **Retroactive Date** |
| A. | Errors or Omissions LiabilityCarrier:       Product Name:        | $        | $        | $        |        |        |
| B. | Network or Information Risk (a/k/a “Data Risk”, “Cyber Risk”, “Privacy”, etc)Carrier:       Product Name:        | $        | $        | $        |        |        |
| C. | Communications Risk (a/k/a “Copyright Infringement”, “Reputational Injury”, “Media Risk”, etc)Carrier:       Product Name:        | $        | $        | $        |        |        |

For any coverage desired, we ask that you attach copies of the following information:

[ ]  Copies of your standard **and** largest sales, service & license contracts and/or agreements.

[ ]  Your most recent 10K, annual report or audited financial statement.

[ ]  Loss runs for the last five years for any applicable coverage requested.

[ ]  List of all material litigation, third party demands for damages or list of circumstances that may give rise to demands, suits or claims from the last five years.

[ ]  Advertising materials and product brochures

**S**

|  |
| --- |
| **Section 2 – GENERAL INFO – applicale to all sections** |

**ection 1 - OVERVIEW**

1. Insurance Brokerage Firm, Name and Address:

2. Full Name of Insured (Include names of all subsidiary companies to be insured):

3. Principal Address (street, city, state, zip code):

4. Mailing Address (if different than above) :

5. Website Address(s) – list all:

6. Year Established:

7**.** Annual Worldwide Revenue:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Year** | **U.S.** | **Non U.S.** | **Total Worldwide** |
| Projected next year |       | $        | $        | $        |
| Current year |       | $        | $        | $        |
| Preceding year |       | $        | $        | $        |

**Employees:**

8**.** All numbers in Full Time Equivalents

Total Number of Employees:       Annual Turnover:       %

Annual Leased workers:       Temporary workers:

**Mergers or Acquisitions:**

9 **.** Have you sold any of your operations, or portions thereof, during the past three (3) years: [ ]  YES [ ]  NO

Did you retain any liabilities? [ ]  YES [ ]  NO

Please provide details:

10. Have you acquired or merged with any companies during the past three (3) years: [ ]  YES [ ]  NO

If YES, how many acquisitions have you made in the past 12 months?

Please provide the date of merger/acquisition, name of company and description of operations:

Did you purchase: [ ]  Assets [ ]  Liabilities [ ]  Both

11. Please indicate if you follow the protocols outlined below for mergers and acquisitions:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** | **NO** | **N/A** |
| Review of prior litigation? | [ ]  | [ ]  | [ ]  |
| Evaluation of outstanding contracts or agreements? | [ ]  | [ ]  | [ ]  |
| Consideration of existing maintenance agreements? | [ ]  | [ ]  | [ ]  |
| Governmental regulatory enforcement actions? | [ ]  | [ ]  | [ ]  |
| Information technology system integration and compatibility? | [ ]  | [ ]  | [ ]  |

|  |
| --- |
| **Section 3 – PRODUCTS & SERVICES**  |

1. Describe your operation and application of your products or services:

2. Describe the end users of your products/services:

3. Please select all of the following products and services currently generating revenue for your organization:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Type of Products/Services** | **% of Prior Year Revenue** | **% of Current Annual Revenue** |
|  | **Hardware, Network, Telecommunications or similar equipment** 1. Hardware
2. Peripherals
3. Components
4. Network
5. Telecommunciations
6. Other (briefly describe):

       | 1.       2.       3.       4.       5.       6.        | 1.       2.       3.       4.       5.       6.        |
|  | **Software Development**1. Prepackaged Software
2. Custom Software
3. Internet Infrastructure Software
4. Other (briefly describe):

       | 1.       2.       3.       4.        | 1.       2.       3.       4.        |
|  | **Service, Consulting, System Integration & Design**1. Contract Programming
2. Consulting
3. System Integration & Design
4. Telecommunication Services
5. Other (briefly describe):

       | 1.       2.       3.       4.       5.        | 1.       2.       3.       4.       5.        |
|  | **Value Added Services**1. Networking Infrastructure Construction or Design
2. Maintenance, Service, Support; Engineering
3. Value Added Reselling
4. Application Service Provider
5. Temporary Leasing of Computer Programmers
6. Web Hosting
7. Web Design
8. Data Center/Outsourcing/Network Managed Services
9. Data Retrieval / Infomediary / Search Engine
10. Retail or Wholesale Sales
11. Other (briefly describe):

       | 1.       2.       3.       4.       5.       6.       7.       8.       9.       10.       11.        | 1.       2.       3.       4.       5.       6.       7.       8.       9.       10.       11.        |

Describe any other products and/or services you provide not included above (if applicable):

4. What would be the largest financial loss, and nature of the largest loss, suffered by any customer should your

product(s) and/or services fail? $       . Please describe:

**NATURE OF PRODUCTS & SERVICES**

1. Please identify the products and/or services you provide along with the percentage of your annual revenue below:

|  | **Products/Services Application** | **% of Prior Year Revenue** | **% of Current Annual Revenue** |
| --- | --- | --- | --- |
| 1.
 | Aerospace or Avionics |        |        |
| 1.
 | Autononmous Vehicle Apps / Parts |        |        |
| 1.
 | Banking or Financial Transactions |        |        |
| 1.
 | Clean Energy Products or Services |        |        |
|  | Content or Knowledge Management |        |        |
| 1.
 | Crypto Mining |        |        |
|  | Customer Relationship Management |        |        |
|  | eBusiness Consulting Services |        |        |
|  | Enterprise Application Integration |        |        |
|  | Enterprise Resource Planning |        |        |
|  | Entertainment, Media |        |        |
|  | Federal Government1. Homeland Security, incl Anti Terrorism Applications
2. Military / Defense
3. Other Federal work (briefly describe):

       | 1.       2.       3.        | 1.       2.       3.        |
| 1.
 | Financial Trading Applications |        |        |
| 1.
 | Fire, Security or Emergency Applications |        |        |
|  | Gaming or Lottery |        |        |
|  | Healthcare or Medical |        |        |
| 1.
 | Human Resources |        |        |
| 1.
 | Internet Security Monitoring Services |        |        |
|  | Local or State Government |        |        |
|  | Network or Online Security Advice/ Products |        |        |
| 1.
 | Oil and Gas/Power/ Nuclear Energy |        |        |
| 1.
 | On-line Gaming Services |        |        |
|  | Payment Processing |        |        |
|  | Payroll or Accounting |        |        |
|  | Pollution or Environmental  |        |        |
|  | Privacy Applications |        |        |
|  | Process Control (monitoring or safety critical) |        |        |
|  | Smart Card / Smart Chip |        |        |
|  | Social Networking, behavioral marketing, data tracking, “non-session” cookies |        |        |
| 1.
 | Solar Products/Applications |        |        |
| 1.
 | Supply Chain Management |        |        |
| 1.
 | Utility or Power Products or Services |        |        |

2. How many products or services do you offer? [ ]  1 – 3 [ ]  4 – 6 [ ]  7 – 10 [ ]  More (how many?)

3. Do you sell consumer products or products that are used in consumer products? [ ]  YES [ ]  NO

 If yes, please provide the number of units sold over the last 5 years:

 [ ]  <5,000 [ ]  5,000 – 25,000 [ ]  25,000 – 100,000 [ ]  >100,000 - how many?

4. Do you develop products/offer services that involve processing, transmitting or storing non-public personal information for

 customers in banking, financial services, medical or retail business sectors? [ ]  YES [ ]  NO

 If yes, what % of your gross revenue is derived from these activities?

 [ ]  0 – 10% [ ]  11 – 25% [ ]  26 – 50% [ ]  More

5. Do you sell, install, maintain or service information technology products that include a security feature? [ ]  YES [ ]  NO

If yes, please describe:

What percent of your gross revenue is derived from these activities?

6. Have you discontinued any product or service in the past three years? [ ]  YES [ ]  NO

If yes, do you continue to provide service/maintenance? [ ]  YES [ ]  NO

Please provide details:

7. Describe any future products and/or services that are under development and expected to go to market within the next year:

8. Are your products or services provided exclusively or in part, in any type of on-demand or “cloud” based application, whether

public or private (SaaS, PaaS, IaaS, etc)? [ ]  YES [ ]  NO

If yes, can you conduct business offline without access to your website(s) without a significant reduction in your business operations? [ ]  YES [ ]  NO

If yes, are host-based and network firewalls configured to monitor and control incoming and outgoing network traffic? [ ]  YES [ ]  NO

If yes, please provide details:

|  |
| --- |
| **Section 4 – CONTRACTS & AGREEMENTS** |

1. Please list your top 4 customers, annual revenue generated, and brief description of the products or services provided:

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer** | **Annual Revenue** | **Length of Contract** **(Years/Months)** | **Product/Service** |
| 1.
 | 1. $
 | 1.
 | 1.
 |
| 1.
 | 1. $
 | 1.
 | 1.
 |
| 1.
 | 1. $
 | 1.
 | 1.
 |
| 1.
 | 1. $
 | 1.
 | 1.
 |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **YES** | **N0** |
| 2. | Do all of your contracts or agreements limit your liability to the cost of your product or service? If no, please explain:              | [ ]  | [ ]  |
| 3. | Do you ever accept liability for consequential damages?  If yes, please explain:              | [ ]  | [ ]  |
| 4. | Do you ever accept liability for liquidated damages?  If yes, please explain:              | [ ]  | [ ]  |
| 5. | Do you enter in to custom or non-standardized contracts and/or agreements? If yes, what percent of the time?        What contractual language differs from the standard form?              Does legal counsel review the customized language on your behalf prior to release? | [ ] [ ]  | [ ] [ ]  |
| 6. | Does legal counsel review all standard contracts & marketing materials prior to release? | [ ]  | [ ]  |
| 7. | Are your contracts written outside of the United States of America written the same as the contracts within the United States of America [ ]  No contracts outside USA If NO, what contractual content differs?              | [ ]  | [ ]  |
| 8. | Do you respond in writing to all terms outlined in a Request for Proposal (RFP) received from your customers? | [ ]  | [ ]  |
| 9. | Do you indicate that all RFP revisions require sign-off by both parties?  | [ ]  | [ ]  |
| 10. | Do you ever make verbal or written promises or guarantees in your sales & marketing presentations that would deviate from your standard written contracts?  | [ ]  | [ ]  |
| 11. | Does your sales & marketing staff receive formal training regarding standard provisions in your contracts or agreements? | [ ]  | [ ]  |

12. Please indicate which of the following provisions are included in your standard customer contracts or agreements:

|  |  |
| --- | --- |
| Statement of Work and Specifications | [ ]  YES [ ]  NO [ ]  N/A |
| Deliverable and Installation | [ ]  YES [ ]  NO [ ]  N/A |
| Mutual Hold Harmless Agreement  | [ ]  YES [ ]  NO [ ]  N/A |
| Disclaimers of Warranties | [ ]  YES [ ]  NO [ ]  N/A |
| Dispute Resolution / Arbitration Provision | [ ]  YES [ ]  NO [ ]  N/A |
| Severability Clause | [ ]  YES [ ]  NO [ ]  N/A |
| Term and Termination | [ ]  YES [ ]  NO [ ]  N/A |
| Integration Provision (performance milestones/testing) | [ ]  YES [ ]  NO [ ]  N/A |
| Force Majeure Clause | [ ]  YES [ ]  NO [ ]  N/A |

|  |
| --- |
| **Section 5 – SUBCONTRACTED WORK & WORKERS** |

**INDIVDUAL CONTRACTED WORKERS**

*(Do not include work generated from subcontracting firms in this section)*

1. Do your hire individual person(s) to perform work for you on a contract basis? [ ]  YES [ ]  NO

 If yes, how many people work for your under contract annually?

2. Do the independent contractors work under your direction? [ ]  YES [ ]  NO

3. Are background checks performed on these individuals? [ ]  YES [ ]  NO

4. Is it your intent to assume liability for your independent contractors for their work performed for you? [ ]  YES [ ]  NO

 If no, do you obtain evidence of professional liability insurance for those individuals? [ ]  YES [ ]  NO

 If yes, what limit of liability do you require? $

## SUBCONTRACTED WORK *(Do not include individual contracted workers in this section)*

1. Do you hire subcontractors to develop, manufacture, assemble, implement or support your product or services? [ ]  YES [ ]  NO

 What percentage of your work is generated by your subcontractors?

2. Do you require certificates of insurance from all subcontractors? [ ]  YES [ ]  NO

 If yes, at what limit of liability: General Liability (incl. Products) $

 Errors and Omissions $

3. Please indicate which of the following you subcontract to others to perform for you and/or on your behalf:

|  |  |
| --- | --- |
| Software Development | [ ]  YES [ ]  NO |
| System Integration and Design  | [ ]  YES [ ]  NO |
| Service, Support, Customer Consulting, Call Center Services  | [ ]  YES [ ]  NO |
| Maintenance of Your Product | [ ]  YES [ ]  NO |
| Billing Services | [ ]  YES [ ]  NO |
| Networking Infrastructure Construction and Design | [ ]  YES [ ]  NO |
| Network Facilities Management and Maintenance | [ ]  YES [ ]  NO |
| Infrastructure, Network or Systems Security | [ ]  YES [ ]  NO |
| Data Storage | [ ]  YES [ ]  NO |
| Manufacturing (please explain):              | [ ]  YES [ ]  NO |
| Assembly (please explain):              | [ ]  YES [ ]  NO |
| Other (please explain):              | [ ]  YES [ ]  NO |

|  |
| --- |
| **Section 6 – QC / QA & SUPPORT** |

1. Do your quality control procedures include the following?

|  |  |
| --- | --- |
| Alpha testing |  [ ]  YES [ ]  NO [ ]  N/A |
| Beta Testing |  [ ]  YES [ ]  NO [ ]  N/A |
| Formal Customer Acceptance Procedures  |  [ ]  YES [ ]  NO [ ]  N/A |
| Formal Product Recall Plan |  [ ]  YES [ ]  NO [ ]  N/A |
| Formal Policy for Documenting & Responding to Customer Inquiries, Complaints, Requests |  [ ]  YES [ ]  NO  |
| Written and Formalized Quality Control Program |  [ ]  YES [ ]  NO  |
| Do your network security measures involve penetration/vulnerability testing?* 1. Is the testing performed internally or by a vendor?
	2. How often is the testing performed?
 |  [ ]  YES [ ]  NO              |
| Next-Generation Anti-Virus (NGAV) software |  [ ]  YES [ ]  NO  |
| Endpoint Protection Platform (EPP)  |  [ ]  YES [ ]  NO  |
| Is phishing training conducted for all employees on at least an annual basis? |  [ ]  YES [ ]  NO  |
| In the event of a network intrustion:* 1. How quickly would your network and business operations be restored?
	2. What percentage of your network could be recovered from a back-up?
	3. What percentage of your network has redundancy?
 |                      |
| Is multi-factor authentication (MFA) required for: 1. All privileged user account access?
2. All remote network access?
3. All user accounts or network access on a non-corporate device?
 |   [ ]  YES [ ]  NO [ ]  N/A [ ]  YES [ ]  NO [ ]  N/A [ ]  YES [ ]  NO [ ]  N/A |
| Do you have a Security Operations Center (SOC)?  If yes, is your SOC 24/7? If yes, is your SOC authorized to remediate security events? If yes, is your SOC managed internally or by a third party? | [ ]  YES [ ]  NO [ ]  YES [ ]  NO [ ]  YES [ ]  NO [ ]  INTERNALLY [ ]  3RD PARTY [ ]  BOTH  |

2. Do your products or systems development procedures include the following?

|  |  |
| --- | --- |
|  Systems development methodology in writing |  [ ]  YES [ ]  NO [ ]  N/A |
| A written request for proposal (RFP) from customer to confirm customer performance expectations are achieved  |  [ ]  YES [ ]  NO [ ]  N/A |
| A written contract of specifications of products and services you will provide which is signed by the customer |  [ ]  YES [ ]  NO [ ]  N/A |
| A written agreement outlining the scope of the project or services |  [ ]  YES [ ]  NO [ ]  N/A |
| Contract/statement of work which outlines responsibilities of all parties |  [ ]  YES [ ]  NO [ ]  N/A |

3. Do your customer sign-off procedures include the following?

|  |  |
| --- | --- |
|  Interim changes documented with customer sign-off are required |  [ ]  YES [ ]  NO [ ]  N/A |
| Performance milestones acknowledged and accepted with customer sign-off when achieved  |  [ ]  YES [ ]  NO [ ]  N/A |
| Final test made with the customer and sign-off is required |  [ ]  YES [ ]  NO [ ]  N/A |
| A final acceptance letter or sign-off agreement from the customer is required  |  [ ]  YES [ ]  NO [ ]  N/A |

4. Are your software products or services CMM or CMMI Certified? [ ]  YES [ ]  NO [ ]  N/A

 If yes, at what level?

**CUSTOMER SUPPORT**

1. Do you have at least two forms of customer or product support? [ ]  YES [ ]  NO

2. Describe your customer training and support:

3. Is there customer support available 24 hours each day? [ ]  YES [ ]  NO

4. Do you maintain written logs for customer complaints of problems or downtime [ ]  YES [ ]  NO

If yes, how long are they retained?       Weeks       Months       Years [ ]  Unlimited

5. Indicate which of the following processes you use for responding to customer complaints and elevating those complaints to the next level:

[ ]  Database used to record complaints and identify trends

[ ]  Reports back to systems development and implementation

[ ]  Rating system to determine when higher level response is necessary

[ ]  None

Describe your escalation procedure for customer or product support complaints or issues that are not easily

resolved:

6. Describe your dispute resolution process:

7. Who has the ultimate responsibility for seeing that problems or disputes are resolved?

8. Do you inform customers of problems you discover after your product is delivered? [ ]  YES [ ]  NO

 If yes, please describe:

9. Is all customer data and information backed-up and stored off site? [ ]  YES [ ]  NO

 If yes, what is the frequency of this procedure? [ ]  Daily [ ]  Weekly [ ]  Monthly [ ]  Other

|  |
| --- |
| **Section 7 – APPLICANT HISTORY** |

1. In the past five years, have you had any:

 Contracts past due for reasons not mutually agreed upon? [ ]  YES [ ]  NO

 Products recalls? [ ]  YES [ ]  NO

If yes, please provide details:

2. In the past three years, have any customers withheld payment because your products or services:

Did not meet expectations? [ ]  YES [ ]  NO

Did not perform in compliance with your representation or warranty? [ ]  YES [ ]  NO

If yes, please provide details:

3. Are you aware of any act, error, omission, unresolved contract dispute or any other circumstance that could result in a claim? [ ]  YES [ ]  NO

If yes, please provide details:

4. Within the past three years, have you sued any customers for nonpayment of contracts? [ ]  YES [ ]  NO

If yes, please provide details:

5. In the past three years, have you sued any vendors or subcontractors for performance failure, breach of contract,

misappropriation or other cause? [ ]  YES [ ]  NO

If yes, please provide details:

6. Within the past three years, have you sued any vendors, suppliers or other third parties for failure to deliver a product or service?

[ ]  YES [ ]  NO

If yes, please provide details:

7. Has any company declined to write, cancelled, non-renewed or adversely altered the terms of Errors or Omissions or other Liability coverage

 for you? [ ]  YES [ ]  NO

8. Has any company declined to write, cancelled or non-renewed Errors or Omissions coverage for you? [ ]  YES [ ]  NO

9. Do you currently purchase Errors or Omissions coverage? [ ]  YES [ ]  NO

If yes, please provide:

Carrier:

Policy Period:

Limit:

Deductible:

Retroactive Date:

|  |
| --- |
| **Section 8 – PRIVACY LIABILITY QUESTIONNAIRE** |

|  |  | **YES** | **NO** |
| --- | --- | --- | --- |
|  | Do you store, manage, utilize, transmit or otherwise handle Personal Identifying Information (**PII**) such as Social Security Numbers, Credit Card Numbers, Bank Account Numbers, Health Records, etc for any of the following:Employees Vendors Customers Other Third PartiesApprox. No. of records kept:[ ]  <5k [ ]  5-50k [ ]  50-100k [ ]  100-500k [ ]  >500k % specify       Electronic:       % Paper       % | [ ] [ ] [ ] [ ]  | [ ] [ ] [ ] [ ]  |
|  | Do you pull or use credit bureau data on a regular basis? If yes describe below. Do you comply with Payment Card Industry (PCI) standards? | [ ]  | [ ]  |
|  | Is access to data files restricted to specific project staff? | [ ]  | [ ]  |
|  | Do employees with access to confidential information of any type sign confidentiality agreements? | [ ]  | [ ]  |
|  | Are written and explicit policies in place to deal with a Data Breach? | [ ]  | [ ]  |
|  | Have the security practices of your firm been audited? If other than Yes, no deficiencies, explain.[ ]  Yes, no deficiencies [ ]  Yes, deficiencies [ ]  No auditDetails:              |  |  |
|  | Is data that is sent, received and/or stored electronically encrypted with the highest available encryption software? What level of encryption is used?        | [ ]  | [ ]  |
|  | Is a specific data retention/destruction schedule adhered to? Describe protocol below. | [ ]  | [ ]  |
|  | Do you permit PlI to be stored on electronic devices (i.e. laptop, tablet smartphone, etc...) to be removed from your premises? If yes, describe authorization & control measures:        | [ ]  | [ ]  |
|  | Do all the same internal on-site security measures (physical, electronic and procedural) apply to off site or virtual employees, sub-contractors and vendors who may have access to PII? | [ ]  | [ ]  |
|  | Do you require your service providers to maintain at least the same level of data security regimen that you maintain?  | [ ]  | [ ]  |
|  | Does your firm utilize any Wireless Networking technology in your business? | [ ]  | [ ]  |
|  | Does your firm allow use of file sharing or Peer to Peer networking technology? | [ ]  | [ ]  |
|  | Do you have pre coded dialing numbers in fax machines used for sending personal information? | [ ]  | [ ]  |
|  | Do you assure that all scanners, photocopiers and the like have been scrubbed once they have been removed from service at your firm? | [ ]  | [ ]  |
|  | Do you assure that all cell phones, tablets and similar handheld devices used in the course of your business have been scrubbed before being decommissioned, traded-in, etc? | [ ]  | [ ]  |
|  | Do you maintain any form of Remote Data Delete, Electronic Document or Laptop Tracking, or similar feature for your company-used computing devices? If YES, please elaborate:              | [ ]  | [ ]  |
|  | Do you have secure storage areas (i.e. locked rooms, locked file cabinets, limited access areas, etc.) for documents containing customer and/or employee personal identification information? If YES:1. Is access to such info restricted to only need to know employees?
2. Do you have a sign out procedure when documents are removed from such areas?
 | [ ] [ ] [ ]  | [ ] [ ] [ ]  |
|  | Do you have a written procedure for the secure transport of documents from one location to another? | [ ]  | [ ]  |
|  | Do you have a regular document destruction policy? | [ ]  | [ ]  |
|  | Do you supply shredding facilities/capabilities for paper documents? | [ ]  | [ ]  |
|  | Do you outsource paper shredding and document destruction functions to 3rd parties? | [ ]  | [ ]  |
|  | Do you restrict the removal of paper documents containing **PII** from your premises? | [ ]  | [ ]  |

|  |
| --- |
| **Section 9 – COMMUNICATIONS LIABILITY QUESTIONNAIRE** |

Do you currently purchase coverage for General Liability insurance including Advertising Injury? [ ]  YES [ ]  NO

If YES, please provide the following:

Carrier:       Limits:       Effective Date

Deductible (if any):       Retroactive Date (if any):

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **YES** | **NO** |
| 1. | Do you have a review process in place to screen material prior to any dissemination, publication, broadcast, or distribution for the following? |  |  |
|  | 1. Trade mark infringement
 | [ ]  | [ ]  |
|  | 1. Trade name infringement
 | [ ]  | [ ]  |
|  | 1. Trade dress infringement
 | [ ]  | [ ]  |
|  | 1. Service mark infringement
 | [ ]  | [ ]  |
|  | 1. Service name infringement
 | [ ]  | [ ]  |
|  | 1. Copyright infringement
 | [ ]  | [ ]  |
|  | 1. Libel or slander
 | [ ]  | [ ]  |
|  | 1. Slogans
 | [ ]  | [ ]  |
|  | 1. Domain name infringement
 | [ ]  | [ ]  |
|  | 1. Privacy violations
 | [ ]  | [ ]  |

Who in your firm, or outside of your firm, is responsible for reviewing and approving this information?

Name:

Firm:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **YES** | **NO** |
| 2. | Do your intellectual property internal compliance procedures include the following: |  |  |
|  | 1. Training of employees on copyright & trademark issues
 | [ ]  | [ ]  |
|  | 1. Periodic review by legal counsel of applicable privacy laws

If YES, howoften are reviews performed?        | [ ]  | [ ]  |
|  | 1. Periodic intellectual property audits performed by legal counsel

If YES, how often are audits performed?        | [ ]  | [ ]  |
|  | 1. Acquisition of all intellectual property rights for ail licenses, releases and/or consents
 | [ ]  | [ ]  |
| 3. | Are trademark and copyright searches on your behalf performed by: [ ]  Employees [ ]  Law Firm [ ]  Professional Search Firm [ ]  Other - please provide name & address of outside firm if applicable (describe):              | [ ]  | [ ]  |
| 4. | If searches are performed by outside firms, do you obtain certificates of insurance evidencing professional Iiability coverage is in place? If yes, what is the minimum limit of liability you require: $        | [ ]  | [ ]  |
| 5. | Does your website include chatrooms, bulletin boards or other forms of electronic communication that allow users to post or upload content? If YES, please answer the following: | [ ]  | [ ]  |
|  | 1. Is content reviewed & approved by you prior to publication?
 | [ ]  | [ ]  |
|  | 1. Do you review post publication to assure accuracy?
 | [ ]  | [ ]  |
|  | 1. Do you have a written policy that requires review of material and its compliance with policy?
 | [ ]  | [ ]  |
|  | 1. Who is responsible for adherence to your protocols? Name:

Title:        |  |  |
| 6. | Do you allow employees or others to post material to web logs? If YES, is all content reviewed by an attorney prior to publication? | [ ] [ ]  | [ ] [ ]  |
| 7. | Has legal counsel confirmed that your domain name and metatags do not infringe on another’s trademark? | [ ]  | [ ]  |
| 8. | Do all of your new employees that have knowledge of other’s intellectual property rights information, including but not Iimited to; your engineering, research & development employees, and contractors, sign statements agreeing that they will not distribute or use previous employer or client trade secrets? | [ ]  | [ ]  |
| 9. | Do you qualify for exemption of liability for copyright infringement under the Safe Harbor Provision, Section 512, of the Digital Millennium Copyright Act?If yes, is your compliance with the Digital Millennium Copyright Act reviewed regularly by an attorney? | [ ] [ ]  | [ ] [ ]  |
| 10. | Does your company have an established procedure for editing or removing from your website content that infringes upon the intellectual property rights of others (copyrights, trademarks, trade names, etc.)? | [ ]  | [ ]  |
| 11. | Please describe established procedures in place for the formal review of data, content, and material for your websites or Internet service (or attach a copy of your company’s written procedure:                    |  |  |
| 12. | Does your company use material provided by others, such as content, music, graphics or video stream, in your communications, daily operations, in your products, goods, services, or on your web site? If yes, please answer the following: | [ ]  | [ ]  |
|  | 1. Please describe the type of material that is provided by others:

       |  |  |
|  | 1. Do you always obtain written contracts, consent agreements, or license agreements in connection with such materials?
 | [ ]  | [ ]  |
|  | 1. Please describe your process for obtaining written licenses and consent agreements for the use of these materials:

             |  |  |
|  | 1. Do such licenses and agreements hold you harmless from intellectual property claims involving such material?
 | [ ]  | [ ]  |
|  | 1. Do contracting parties warrant that their work does not violate another’s intellectual property rights?
 | [ ]  | [ ]  |
|  | 1. Do contracting parties agree to indemnify you if an intellectual property infringement claim is made against you for their work, material(s), or data?
 | [ ]  | [ ]  |
| 13. | Are you aware of any actual or alleged incident which could lead to a claim against your organization for intellectual property infringement? If YES, please attach details separately. | [ ]  | [ ]  |
| 14. | During the past three years, have you been given notice of any incident alleging your infringement of another’s intellectual property rights? If YES, please attach details separately. | [ ]  | [ ]  |

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| **Section 10 – APPLICANT ACCEPTANCE** |

**STATE DISCLOSURE NOTICES**

**Notice to Alabama and Maryland Applicants:** 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.

**Notice to Arkansas, Minnesota, New Mexico 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, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

**Notice to California Applications:** Please see our CCPA Notice at Collection of Personal Information available at:[*https://www.berkley.com/privacy#californiaConsumerPrivacyPolicy*](https://www.berkley.com/privacy#californiaConsumerPrivacyPolicy)

**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 Applicants:** 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.

**Notice to Florida Applicants:** 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.

**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 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.

**Notice to Louisiana and Rhode Island 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 fines and confinement in prison.

**Notice to Maine, Tennessee, Virginia and 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 may include imprisonment, fines or a denial of insurance benefits.

**Notice to New Jersey Applicants:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Notice to New York 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 each such violation.

**Notice to Oklahoma Applicants:** 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.

**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 Puerto Rico Applicants:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**NOTICE TO ALL OTHER APPLICANTS**: 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 civil penalties.

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For the purposes of this application, the authorized representative of all person(s) and entity(ties) proposed for this insurance declare that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this application, and in any attachments, are true and complete. The company is authorized to make any inquiry in connection with this application. Signing this application shall not constitute a binder or obligate the company to complete this insurance, but it is agreed this application shall be the basis, which a policy may be issued.

BY SIGNING THIS APPLICATION, APPLICANT ACKNOWLEDGES THAT THE LIMITS OF LIABILITY AND DEDUCTIBLE TO WHICH THIS INSURANCE APPLIES WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS AND CLAIM EXPENSES.

Electronic Signature of Authorized Representative:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Printed Name of Authorized Representative:       Title: