

(NOTICE: This is an application for a claims made liability policy (and for certain accounts, claims made and reported), and the limit of insurance under any policy to be issued in response hereto shall include both the indemnity payments for claims and payment of claim and defense expenses, as defined in the policy.

The limits of insurance provided by the Additional Coverages are in amounts in addition to those available for the claims made coverage sections.

Please note that the defense-cost provision of this policy stipulates that the limits of insurance may be completely exhausted by the cost of legal defense. Any deductible or retention shall apply to investigation expense and defense costs as well as indemnity.

All questions in this application must be answered truthfully and completely for all persons or organizations applying for insurance under this application.

APPLICATION INFORMATION:

1. Please attach sample contracts; including your standard product or services, non-disclosure agreements
2. Most recent Annual Report, including form 10-K (if not available on the Internet)

I. NAME, ADDRESS AND CONTACT INFORMATION:

1. Name: _____
2. Address: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web Site: _____
4. Name and Address (if different than above) of Primary Contact (Executive Officer authorized to receive notices and information regarding the proposed policy):
 Name: _____ e-Mail: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____

II. INSURANCE INFORMATION:

1. Indicate below which coverages are being requested by indicating requested limits and deductibles or retentions. If coverage is currently purchased, indicate current limits, deductibles or retentions and carrier. If coverage is currently not purchased, please so indicate.

Coverage Requested	Limit of Liability Requested	Limit of Liability Currently Purchased	Deductible or Retention Requested	Deductible or Retention Currently Purchased	Current Insurer	Retro Date of Current Policy
Coverage A - Errors and Omissions Liability Coverages (Select one)						
Technology Products & Services						
Coverage B-- Destructive Programming						
Destructive Programming					N/A	N/A

Coverage Requested	Limit of Liability Requested	Limit of Liability Currently Purchased	Deductible or Retention Requested	Retention Currently Purchased	Current Insurer	Retro Date of Current Policy
Coverage C - Cyber Liability Coverage (Select the coverages being requested)						
Cyber Liability						
Consumer Redress Fund						
Coverage D – Intellectual Property Infringement, Disclosure of Confidential Information and Reputation Disparagement						
Intellectual Property Infringement						
Disclosure of Confidential Information						
Reputation Disparagement						

Additional Coverage Requested	Limit of Insurance Requested	Limit of Insurance Currently Purchased	Deductible or Retention Requested	Retention Currently Purchased
Additional Coverage - Basket Limit (Options include \$100,000.\$250,000.or \$500,000).				
Privacy Remediation Expenses				
Cyber-Threat Expenses				
Optional Additional Coverages				
Cyber-Reward				
Confidential Breach Expenses				
Fines and Penalties				
Impairment of Computer Services(e.g. business income, Extra Expense and Data Recovery Costs)				
Optional Additional Specific Limits of Insurance for Additional Coverages	Limit of Insurance Requested	Limit of Insurance Currently Purchased	Deductible or Retention Requested	Retention Currently Purchased
Privacy Remediation Expenses Aggregate Limit				
"Notification Expenses"				
"Forensics Expenses"				
"Remediation Expenses"				
"Regulatory Expenses"				

2. Policy Period Requested:
 From _____ to _____ both days at 12:01 a.m. at the principal address of the Parent Organization.

III. GENERAL RISK INFORMATION:

- Provide your legal structure: _____
- Year established: _____ State of Incorporation: _____ Primary SIC Code: _____
- Description of business operations: _____
- During the past two years you completed 3 or more acquisitions? Yes No

5. Complete the following information:

	Prior Fiscal Year	Current Fiscal Year Annualized Projection	Projected (Next) Fiscal Year
i. Number of Employees			
ii. Gross Revenue			
iii. Gross Payroll			

(a) Advise the percentage of prior fiscal year gross revenues derived outside the United States: _____%

6. What is the highest gross revenue of any customer to whom you have or will provide products or services to in the past three years? < \$250mm Between \$250mm and \$1Bn > \$1Bn

7. Does Applicant maintain general liability insurance for the purchase of bodily injury, property damage, personal injury and advertising injury coverage, including products-completed operations insurance? Yes No

If "Yes", indicate whether:

(a) Professional liability exposures are excluded Yes No

(b) Security Breach; access or disclosure of personal information are excluded Yes No

IV. COVERAGE SPECIFIC RISK INFORMATION:

A. OPERATIONAL ANALYSIS, POLICIES AND PROCEDURES (APPLICABLE TO ALL APPLICANTS)

1. Do you collect, store or process personally identifiable or other confidential information (see listed in (b) below)? Yes No

If "Yes":

(a) How many records are held, including but not limited to prospective, current and former customers, business partners and employees? _____

(b) Check all forms of personally identifiable or confidential information that apply:

- | | | |
|-------------------------|------------------------|----------------------|
| Credit Card Information | Financial Information | Personal Information |
| Customer Information | Healthcare Information | Trade Secrets |
| Other | | |

2. Have you implemented a written information security policy which is applicable to all of your business units? Yes No

If "Yes":

(a) Do you test the security required by the security policy at least annually? Yes No

(b) Do you regularly identify and assess new threats and vulnerabilities and adjust the security accordingly? Yes No

(c) Does your information security policy include policies for the use and storage of personally identifiable or other confidential information on mobile devices? Yes No

(d) Does your information security policy identify the threats and vulnerabilities and adjust accordingly pertaining to your Industrial Control Systems? Not applicable Yes No

3. Check whether your information security policies include the following:
- | | | |
|--------------------------------------|--|--|
| Fire walls to filter all traffic | Regularly scheduled patch management process | Use of Penetration and Vulnerability Scans |
| Authentication and Access Lists | Encryption used on data at rest and in transit | Annual employee and authorized user training |
| Enterprise use of Anti-virus program | Access revocation following termination or departure | Use of Intrusion Detection |
4. Do you have a Business Continuity and Disaster Recovery Plan? Yes No
- If "Yes":
- (a) Is the Plan reviewed and updated at least bi-annually? Yes No
- (b) Is the Plan tested as least annually? Yes No
- (c) Have any problems identified in review or testing been rectified? Yes No
- (d) How long would it take to restore operations after a computer attack or other Loss/corruption of data? Yes No
- | | | | |
|-----------------|------------|-------------------------|------------|
| No Interruption | < 48 hours | Between 48 and 96 Hours | > 96 hours |
|-----------------|------------|-------------------------|------------|
5. Do you have a written incident response plan that addresses network security incidents or privacy threats? Yes No
6. How frequently do you back up electronic data?
- | | | |
|---------------------------------------|-------|-----------------|
| Daily with multi-generations retained | Daily | Less than daily |
|---------------------------------------|-------|-----------------|
7. Do you employ a designated security officer or equivalent (CSO/CISO)? Yes No
- If "No", who within the organization has been designated to manage and implement information security policies, procedures and processes _____
-
8. Do you currently use, or have plans in the next year to use, the services of a cloud service or other outsourced service provider? Yes No
- If "Yes", complete the following:
- (a) What impact would an interruption or cessation of such services have on **Applicant's** ability to meet customer contractual obligations? None Slight Significant
- (b) Does **Applicant's** disaster recovery or business continuity plan specifically address restoration and recovery of business operations provided by a cloud service provider? Yes No
9. Do you have formalized process when privileged access (e.g. administrator level) is granted? If "Yes": Yes No
- (a) Privileged Access is granted on need only (least privileged) basis Yes No
- (b) Subject to continuous technological, operational and security review; audit and process improvement. Yes No

B. TECHNOLOGY PRODUCTS AND SERVICES COVERAGE (Complete if requesting Coverage A.)

Products, Services and Industries Served

1. Are your products sold directly to or your services offered directly to consumers? Yes No
2. Do you presently offer 10 or more distinctive products or services? Yes No
3. Have you discontinued any products or services in the past three years? Yes No
- If "Yes", do you continue to provide service or maintenance? Yes No
4. Do you have any products or services entering new markets or territories within the next year that are substantially different in scope or end use than current products or services? Yes No

5. **Technology Customers** - Complete the table below and answer the questions that immediately follow.

Types of Products & Services	Industries Served	Projected (Next) Fiscal Year
Hardware Assembly		
Hardware Component Manufacturing		
Prepackaged Software/Value Added Resellers		
Data Processing		
Consulting		
Custom Software/System Integration		
Network Hardware Manufacturing		
Network Transport		
Network Services		
Network Services, including System Integration		

(a) Indicate the projected next fiscal year revenue derived from:

Type	Projected (Next) Fiscal Year
Software as a Service (SaaS)	
Infrastructure as a Service (IaaS)	
Platform as a Services (PaaS)	
Total	

(b) Check if you offer any of the following products or services:

Used or incorporated into any automobile aircraft, watercraft or transportation product or equipment	Credit Card or Payment-Processing Services	Consumer profiling or surveillance products or services	Data or Content Retrieval or Aggregation
Direct to consumer information security software	Services to intelligence agencies or departments	Auction, File-Sharing or Social-Networking Web Site	Enterprise Retail Merchant Services
Business Processing Outsourcing	Health Information Exchange (HIE's)	Mobile Application Developer	Mobile Phones
Security Consulting			

6. Are licensed professionals (e.g. architects, attorneys or physicians) required to fulfill your contractual obligations? Yes No
- If "Yes":
- (a) Describe the services provided by such Professionals _____
- (b) Do you currently purchase stand-alone professional liability insurance? Yes No
 Carrier: _____ Policy Period from _____ to _____
7. In delivery of your products or provisioning of your services, are you dependent upon third parties to provide raw materials, components or final products? Yes No
- If one or more, do any represent 25% or more of your gross revenues? Yes No
- If "Yes": describe 3rd party suppliers who represent 25% or greater in revenue:

8. What would be the largest financial and business impact on customers from a failure of any of your products or services? No disruption Minor or delayed Major or immediate
 If other than "No disruption", describe impact on confidentiality, integrity and availability of data:
-
9. Do you engage subcontractors or other third parties to provide development, implementation, maintenance or support services? Yes No
 (a) What percentage of services are subcontracted _____%
 (b) Do you require subcontractors to carry their own E&O insurance? Yes No
 (c) Do you contractually require indemnification from subcontractors? Yes No
 (d) Describe services subcontracted to others: _____
-
10. Do you have a process evaluate current and prospective customers, subcontractors and suppliers? Yes No
 If "Yes":
 (a) Does this process include evaluating financial condition? Yes No
 (b) Does this process include evaluating ability to fulfill their commercial and contractual obligations? Yes No
11. Do you derive revenue from performing fee based services to on customer specifications? Yes No
 If "Yes": indicate the percentage below:
 less than 50%
 between 50% and 90%
 greater than 90%

C. Customer Contract & Project Management

1. Do you use a written agreement (e.g., contract, engagement letter, sales agreement, purchase order) with clients? Always Sometimes Never
2. Do you have stated minimum contract standards, including any non-disclosure and confidentiality agreements? Yes No
3. Do your global contracts or agreements comply with stated minimum standards? Yes No
4. Do your contracts and agreements include limitation of liability provisions that extend to actual or alleged breach or potential breach of personal information? Yes No
5. Do you contractually assume the obligations to notify affected persons or organizations following an actual data breach? Yes No
6. Do you have a process to ensure that your data and information security policies comply with system and data access agreements from entities that provide you products or services (e.g. financial institutions, cloud service providers or benefit administrator)? Yes No
 Indicate whether such contracts or agreements include:
 (a) Your right to verify that recipient of your data is complying with the data security and integrity obligations set forth the contract or agreement Yes No
 (b) The recipient's rights to verify that you are complying with the data security and integrity obligations set forth in the contract or agreement Yes No
 (c) Contractual cures and remedies exits in cases of non-compliance Yes No
7. Do you accept customers' customized contracts, purchase orders or agreements? Yes No
 If "Yes":
 (a) Does legal counsel or senior management review all such contracts, purchase orders or agreements prior to execution? Yes No

- (b) What % of the time, do you accept customers' customized contracts, purchase orders or agreements?
 Less than 15% Between 15-33 More than 33%

8. Indicate whether your contract and project management procedures include the following:

- | | | |
|--|-----|----|
| (a) A written proposal or request for information in order to determine customer performance expectations | Yes | No |
| (b) A written contract of specifications of products and services you will provide, signed by the customer | Yes | No |
| (c) A document outlining the responsibilities of all parties | Yes | No |
| (d) A document outlining the scope of the project or services | Yes | No |
| (e) Interim changes documented with customer sign-off | Yes | No |
| (f) Performance milestones acknowledged and accepted with customer sign-off when achieved | Yes | No |
| (g) Physical and electronic measures to safeguard customer content, information or material received pursuant to the terms and conditions of all non-disclosure and confidentiality agreements | Yes | No |
| (h) Formal patch issuance program for your customers | Yes | No |

9. What is the most common value of your average performance-based contract, purchase order or agreement?

10. What is the duration, in months, of your most common performance-based contract, purchase order or agreement?

11. Provide the following information for the five largest contracts, purchase orders or agreements excluding ongoing service and maintenance revenue:

Customer	Annual Revenue	Contract Amount	Contract Duration	Product or Service

12. Do you require contractual indemnifications and appropriate insurance (E & O, Professional Indemnity or Cyber) when granting computer access to a third party?
 Yes No

D. Quality Control

1. Indicate whether your quality control procedures include the following:

- | | | |
|--|-----|----|
| (a) Written and formalized quality-control program | Yes | No |
| (b) Alpha testing | Yes | No |
| (c) Beta testing | Yes | No |
| (d) Formal customer-acceptance procedure | Yes | No |
| (e) Systems-development methodology in writing | Yes | No |
| (f) Formal product-recall plan | Yes | No |
| (g) Formal policy for documenting and responding to customer complaints or requests for changes or fixes | Yes | No |
| (h) Use of tools (e.g, static analyzers) or other forensic methodologies to assist in identifying code vulnerabilities | Yes | No |

2. Indicate whether your products or services comply with any of the following accepted industry standards:
 IEEE ANSI CE Mark UL/CSA ASTM Other(s): _____
3. Do all developers receive training on best practices and techniques for writing secure applications? N/A (does not develop software or firmware) Yes No
 If "Yes"; indicate whether:
- (a) Developers receive training Secure Development Lifecycle (SDL), including best practices for writing secure applications Yes No
- (b) Developers use threat modeling to assess the risks and vulnerabilities Yes No
4. Do you have a formalized process to ensure that all products or services are continually evaluated throughout their life cycle for known and latent (security) vulnerabilities? Yes No
 If "Yes": _____
- (a) Prior to release and throughout the product lifecycle do you have a methodology to communicate vulnerabilities and remedies; e.g. interim patches? Yes No
5. Do you have a document-retention policy addressing all business functions? Yes No

E. Training, Support & Dispute Resolution

1. Does legal counsel review all external product, sales and marketing material prior to publication and use? Yes No
2. Do you conduct formal sales and marketing training for employees and third party vendors engaged in the sale, service or distribution of your products and services? Yes No
3. Indicate whether you:
- (a) Provide at least two forms of customer or product support Yes No
- (b) Offer customer support 24 hours a day Yes No
- (c) Maintain written logs for customer complaints of problems or downtime Yes No
 If "Yes", how long are they retained? (number of whole or partial months) _____
- (d) Has an formal escalation procedure for unresolved issues greater than 30 days in duration Yes No
4. Do you have any contracts currently past due? Yes No
5. Have you experienced any contract disputes within the past five years? Yes No
 If "Yes", have any customers withheld payment or requested a refund as a result of a contract dispute within the past three years? Yes No

F. Intellectual Property, Disclosure of Confidential Information and Reputation Disparagement

1. Do your intellectual property management policies include the following:
- (a) Copyright and trademark searches conducted by qualified legal counsel or a professional search firm, which include looking for your domain name and product/service designs, names or logos. Yes No
- (b) Acquisition of all rights, licenses, releases and consent for all content, products or services used or created by or for you. Yes No
- (c) Procedures to prevent the unauthorized disclosure or use of content, information or material received in writing from the disclosing party pursuant to the terms and conditions of a Non-disclosure Agreement or Confidentiality Agreement. Yes No
- (d) Legal review of all new products, services, and content prior to release or dissemination. Yes No

- | | | | |
|-----|---|-----|----|
| (e) | Hold-harmless and indemnification clauses in your vendor or supplier written contracts or agreements, which inure to your benefit for a third-party supplied intellectual property (IP). | Yes | No |
| (f) | Hold-harmless and indemnification provided to third parties are limited to their use of the Applicant's licensed software, content or other protected materials in accordance with a written contract or agreement. | Yes | No |
| (g) | Agreements with new employees and "work-for-hire" contractors, which that include signed statements prohibiting the use of a previous employer's or customer's intellectual property, know-how or trade secrets. | Yes | No |
| (h) | Annual audit to ensure that intellectual property-management policies are followed. | Yes | No |
| (i) | Legal review of your domain name or product/service designs, names or logos with respect to intellectual property laws (including trademark or service mark). | Yes | No |
| 2. | When advertising or promoting your products or services, do you use music, animation or likenesses of famous individuals in your advertisements?
If "Yes", have you secured the proper licenses or permission for use? | Yes | No |
| 3. | Do you use sweepstakes or games of chance in the promotion of your products or services?
If "Yes", are you in compliance with the laws and regulations pertaining to them in all jurisdictions? | Yes | No |
| 4. | Are any products sold or distributed by or for you or any services you offer sold or advertised:
(a) as being compatible with, alike or a clone of another company's product or service?
(b) as superior to or comparable to the products or services of others?
If yes to either a) or b), is legal review performed prior to the sale or dissemination of such products or services? | Yes | No |
| 5. | Are you an Internet service provider, application service provider or other similar technology service provider, or do you own and/or operate an interactive Web site including features such as a bulletin board, chat room or newsgroup?
If "Yes", do you have a formalized notice and take-down procedure? | Yes | No |
| 6. | Do you have a formal Intellectual Property due-diligence process?
If "Yes", does that process include the following. | Yes | No |
| | • Identification of all IP assets involved with the sale | Yes | No |
| | • Certification of ownership title of all IP assets | Yes | No |
| | • Analysis of all legal opinions relating to IP assets | Yes | No |
| | • Review of any employment contracts pertaining to ownership of IP assets | Yes | No |
| | • An audit of the IP clearance procedures | Yes | No |
| 7. | Have you sold any companies during the past three years?
If "Yes", do you have written contracts relating to any of the IP assets retained? | Yes | No |
| 8. | What percentage of your revenue is derived from products or services that are: | | |
| | • Less than one year old _____% | | |
| | • Between one and two years old _____% | | |
| | • Between two and five years old _____% | | |
| | • Over five years old _____% | | |
| | • Upgrades of existing products _____% | | |

- | | | | |
|-----|---|-----|----|
| 9. | Do you have a written process regarding securing the ownership or use rights of all applicable intellectual property, including source and object code? | Yes | No |
| | <ul style="list-style-type: none"> • Does this include determining rights and duties pertaining to open source code? • With respect to securing such rights pertaining to source or object code, do you use a third party (e.g. software IP assessment firm)? | Yes | No |
| | If Yes, please provide the name of the third-party firm: _____ | | |
| 10. | Do you receive hold-harmless or indemnification agreements from all third parties who supply source or object code? | Yes | No |
| | <ul style="list-style-type: none"> • Does this policy include securing hold-harmless and indemnification agreements from third-party suppliers of source or object code? | Yes | No |
| 11. | Do you have written policies or procedures in place for auditing compliance with software licenses? | Yes | No |

V. INCIDENT AND LOSS HISTORY:

- | | | | |
|----|--|-----|----|
| 1. | Attach a complete description of the claims, suits and circumstances, including whether you reported such claims, suits or circumstances to an insurance carrier or sought indemnification from a third party. | Yes | No |
| 2. | In the past five (5) years, have any of your products been recalled (voluntary or mandated) from use?

If "Yes", attach a complete description of the recall, including whether you reported the recall to any insurance carrier. | Yes | No |
| 3. | In the past five (5) years, have there been any administrative, civil or criminal investigations of you by any governmental or regulatory authority? | Yes | No |
| 4. | Have you been cited within the past three years for a regulatory violation? | Yes | No |

VI: APPLICANT ACKNOWLEDGEMENT

NOTICE TO APPLICANT - PLEASE READ CAREFULLY.

INFORMATION OR DATA CONTAINED IN OR SUBMITTED IN CONNECTION WITH THIS APPLICATION (OR OTHERWISE TO ANY OF THE MEMBER INSURERS OF CHUBB GROUP OF INSURANCE COMPANIES ("CHUBB") IN CONNECTION WITH THE UNDERWRITING PROCESS) DOES NOT CONSTITUTE NOTICE OF AN OCCURRENCE, WRONGFUL ACT, CLAIM, SUIT OR OTHER CIRCUMSTANCE AND DOES NOT SATISFY ANY OF THE REPORTING NOTIFICATION OR OTHER PROVISIONS OF ANY POLICY. ALL SUCH NOTICES MUST BE GIVEN SEPARATELY IN ACCORDANCE WITH THE APPLICABLE POLICY CONDITIONS.

For the purposes of this application, the above-signed officer of all person(s) and entity(ies) proposed for this insurance declares and acknowledges by clicking where indicated below that he/she has reviewed this application and the statements contained therein with his/her Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or their equivalents and that, to the best of their knowledge and belief, after reasonable inquiry, the statements in this application, and in any attachments, are true and complete. Chubb is authorized to make any inquiry in connection with this application. Signing this application shall not constitute a binder or obligate Chubb to complete this insurance, but it is agreed this application shall be the basis upon which a policy may be issued.

If the statements in this application or in any attachment change materially before the effective date of any proposed policy, the applicant must notify Chubb, and Chubb may modify or withdraw any quotation.

You understand that the limit of liability under any policy to be issued in response hereto shall include both indemnity payments for claims and payment of claim and defense expenses, as defined in the policy.

PLEASE NOTE: ONLY DULY APPOINTED AGENTS OF CHUBB AND LICENSED BROKERS ARE AUTHORIZED TO SOLICIT APPLICATIONS FOR INSURANCE. AGENTS AND BROKERS ARE NOT AUTHORIZED TO BIND INSURANCE. NO INSURANCE SHALL BE PROVIDED UNLESS CHUBB ACCEPTS THE APPLICATION AND BINDS THE INSURANCE.

By signing below, applicant hereby certifies that the statements made and the information and data supplied herewith are true, accurate and complete.

<u>Authorized Signature of Applicant</u>		<u>Date</u>	
<u>Print Name</u>		<u>Title</u>	
Applicant		Authorized Agent (Please Print Name)	
Authorized Agent (Signature)		Title	Date
Submitted By (Insurance Agent)		Insurance Agency	
Agent License No. (For non-admitted placements a copy of valid surplus lines license will be required)			
Address (No., Street, City, State, and ZIP Code)			

NOTICE TO APPLICANT - PLEASE READ CAREFULLY.

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, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISON.

APPLICABLE IN:

ARKANSAS

ANY PERSON WHO KNOWINGLY PRESENTS 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.

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 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.

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.

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.

KENTUCKY

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.

LOUISIANA

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.

MAINE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

MARYLAND

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND 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

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NEW MEXICO

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 CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK

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.

OHIO

ANY PERSON WHO, WITH THE 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

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

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY MATERIAL FACT THERETO, MAY BE GUILTY OF AN INSURANCE FRAUD.

PENNSYLVANIA

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

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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.

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