

# CONFIDENTIAL APPLICATION FOR CNA DATA BREACH AND PRIVACY EVENT EXPENSE INSURANCE



We can show you more.®

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 AND REPORTED TO THE INSURER 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.

DEFENSE COSTS, AS WELL AS ANY DAMAGES AS REFERENCED IN EACH APPLICABLE COVERAGE PART, REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY WITH YOUR INSURANCE AGENT OR BROKER.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Website: \_\_\_\_\_

Company Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Agency or Broker: \_\_\_\_\_ Agent: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency Address: \_\_\_\_\_

## APPLICANT GENERAL INFORMATION:

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:      Agency Bill      Direct Bill

Billing plan:      Prepaid      25% down and nine installments      33% down and three installments

25% Semiannual — 60% down

Desired effective date: \_\_\_\_\_

Expiration date (one year default): \_\_\_\_\_

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. Refer to Underwriting for approval.

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? (PLEASE ONLY CHECK ONE)**

	<b>Liability per Occurrence / Aggregate</b>	<b>Retention</b>	<b>Privacy Event Expense</b>
	\$100,000 / \$100,000	\$1,000	\$10,000
	\$250,000 / \$250,000	\$2,500	\$25,000
	\$500,000 / \$500,000	\$5,000	\$50,000
	\$1,000,000 / \$1,000,000	\$10,000	\$100,000
	\$2,000,000 / \$2,000,000	\$20,000	\$200,000

(Note: Not all limits available in all states)

**PLEASE DESCRIBE YOUR PLATFORM OR OUTSOURCED SERVICES VENDOR:**

<b>ISP</b>	<b>Financial Services and Payments</b>	<b>Backup and Data Recovery</b>
America Online	Corillion	AT&T
BellSouth	DataVantage	EMC
Cablevision	Digital Insight	HP
Charter	DSS	IBM
Comcast	Echo	Iron Mountain
Cox	First Data	StorageTek
Earthlink	FI Serve	SunGuard
Insight	Global Payments	In-house
Mediacom	Jack Henry	None
Qwest	Lawson	Other: _____
Road Runner	Metavente	
SBC (AT&T / Yahoo / Sprint)	Chase Paymentech	
United Online	Paypal	
Verizon	S-1	
None	Verisign	
Other: _____	In-house	
	None	
	Other: _____	

**HISTORY OF CLAIMS AND 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?      Yes      No

If "yes", how many in the past five years? \_\_\_\_\_

If "yes", please explain here: \_\_\_\_\_

**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 reasonably give rise to a claim under this policy?      Yes      No

Note:  
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 preventive 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 reasonably give rise to a claim, whether or not described above, any claim subsequently emanating there from shall be excluded from coverage.

## RISK CONTROL SELF-ASSESSMENT:

1. Do you implement virus controls and filtering on all systems?  
Yes      No
2. Do you check for security patches to your systems at least weekly and implement them within 30 days?  
Yes      No
3. Do you replace factory default settings to ensure your information security systems are securely configured?  
Yes      No
4. Do you have a way to detect unauthorized access or attempts to access sensitive information?  
Yes      No
5. Do you know what sensitive or private information is in your custody along with whose info it is, where it is and how to contact individuals if their information is breached?  
Yes      No
6. Do you authenticate and encrypt all remote access to your network and require all such access to be from systems at least as secure as your own? Check N/A if you do not allow remote access to your systems.  
Yes      No      N/A
7. Do you have a company policy governing security and acceptable use of company property?  
Yes      No
8. Do you reassess security threats and upgrade your risk controls in response at least yearly?  
Yes      No
9. Do you limit access to data on a need-to-know basis?  
Yes      No
10. Do you outsource your information security to a firm specializing in information security or have staff responsible for and trained in information security?  
Yes      No
11. Check N/A if you do not use wireless networks. On your wireless networks; do you use security at least as strong as WPA authentication and encryption?  
Yes      No      N/A
12. Do you control and track all changes to your network to ensure that it remains secure?  
Yes      No
13. Do you have a prominently disclosed privacy policy and do you honor it?  
Yes      No      N/A
14. At least once a year, do you provide security awareness training for everyone who accesses your network?  
Yes      No

### APPLICANT REPRESENTATION (TO BE COMPLETED BY APPLICANT)

Applicant hereby declares, after diligent inquiry, that the information contained herein and in any supplemental applications 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 CNA Company to whom this 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, Applicant understands and acknowledges that:

1. Completion of this application and 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 applications, 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; This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
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 control 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 and 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 of 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: \_\_\_\_\_

**CNA DATA BREACH AND PRIVACY EVENT EXPENSE LIST OF PROHIBITED ACTIVITIES:**

- A) Activities involving: adult or "mature" content, gambling and online or interstate sales of alcohol, tobacco products, firearms or weaponry.
- B) Collecting or retaining others' Social Security Numbers for any purpose other than for i) tax reporting to governmental authorities, ii) administration of benefits plans or related individual benefits, or iii) providing financial services or insurance to your clients.
- C) Retaining credit card information after settlement of any related credit card transaction unless applicant encrypts it for storage or masks all but the last four digits of the credit card number.
- D) In conjunction with a credit card transaction; the recording of any personally identifiable information (phone number, address etc.) other than the information appearing on the card unless: 1) the information is required for shipping, delivery, servicing or installation, 2) the transaction is for a security deposit or 3) the transaction is for a cash advance.
- E) Soliciting or collecting private information on minors without consent of parent or legal guardian, including "non-public personal information."
- F) Delivering unsolicited content or material to others that could be construed as "spam" or something similar (including "pop-ups").
- G) Distributing or installing software or other executable files on others' computers or networks without their written permission (installs that could be construed as spyware, adware or something similar).
- H) Sale of private information to others.

**I accept these terms**      Yes      No