

MPL SECURE: MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker.

GENERAL INFORMATION

- Legal Name of Entity:
 Street Address: _____ City: _____ State: _____ ZIP: _____
 Website: _____ Contact Name: _____ Title: _____ Telephone: _____
- The Entity has been in existence since _____ and is a Corporation Partnership LLC Other:
- Is the Applicant controlled or owned by, associated or affiliated with, or does it own, any other business enterprise? Yes No
 If Yes, please explain: _____

PROFESSIONAL SERVICES & OPERATIONS

- Please describe in detail the nature and types of professional services the Applicant is engaged in and indicate the **gross revenues** derived from each:

<u>Service</u>	Past Fiscal Year ending / /	Estimated Next 12 mos.
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

- Are any significant changes in the nature or size of the Applicant's business anticipated over the next twelve (12) months? Or have there been any such changes in the past twelve (12) months? Yes No
 If Yes, please explain: _____
- Does the Applicant provide any services or operate outside the United States? Yes No
 If Yes, please describe services and locations: _____
- Does the Applicant use subcontractors? Yes No
 - Are subcontractors required to carry professional liability insurance? Yes No
 - Describe services provided by such subcontractors: _____

8. Please provide the following:

Name of Principals & Qualified Employees	Professional Qualification/ Designations	Years in Practice	Years with Applicant

9. Please indicate the Applicant's three largest jobs/projects during the past three (3) years:

Client	Service	Current year revenue	Total contract value

10. What is the percentage of jobs in which the Applicant uses a written contract? _____ %

11. Does the Applicant's contract contain?

- a. Hold harmless or indemnity agreements inuring to Applicant's benefit? Yes No
- b. Hold harmless or indemnity agreements inuring to the benefit of Applicant's clients? Yes No
- c. Guarantees or warranties? Yes No
- d. A specific description of the services Applicant will provide to client? Yes No
- e. Clauses limiting the liability of the Applicant? Yes No
- f. A "force majeure" limitation clause? Yes No

INFORMATION SECURITY & PRIVACY

12. Does the Applicant:

a. publish, distribute and conduct training on written computer and information systems policies and procedures to its employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. restrict employee access to personally identifiable information on a need-to-know basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. terminate all associated computer access and accounts as part of its regular exit process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. have and enforce policies concerning when communications should be encrypted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. encrypt data stored on laptop computers, portable media and backup tapes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. encrypt data "at rest" within computer databases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. enforce a software update process including installation of software "patches"?	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. require third parties, including computer service providers, with which it shares personal or confidential information to demonstrate adequate security policies and procedures and indemnify the Applicant for the fault or negligence of the third party?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Has the Applicant suffered any known intrusions, security breaches or denial of service attacks relating to its computer systems in the past 3 years? If yes, please attach details including (if applicable) lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred and costs.	<input type="checkbox"/> Yes <input type="checkbox"/> No

MULTIMEDIA & ADVERTISING

13. List the websites or domain names used by or under the control of the Applicant:

14. What percentage of content published, displayed or distributed by or on behalf of the Applicant is:

- Original content created by the Applicant? _____%
- Original content created by third parties for the Applicant? _____%
- Previously published content republished, displayed or distributed by the Applicant? _____%

15. Does the Applicant

a. have a process for obtaining the necessary licenses, rights, releases and consents for all content created, displayed or published?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. have a procedure for responding to allegations that content created, displayed or published is libelous, infringing or in violation of a third party's privacy rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. require third parties providing content to provide written indemnification for claims arising out of the use of such content?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. have a process to review all content prior to publishing, displaying or distributing, including screening the content for disparagement issues, copyright and trademark infringement and invasion of privacy?	<input type="checkbox"/> Yes <input type="checkbox"/> No

HISTORICAL AND PRIOR INSURANCE INFORMATION

Does the Applicant currently have errors or omissions or professional liability insurance? If yes, please provide the following:					<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurer	Limits	Deductible	Policy Period	Premium	Retroactive Date

If 'Yes' to any of the Questions 16-22 below, please provide a description that includes the details of prior coverage changes or fee disputes; or venue of the action, the parties, the amount and nature of dispute, the status of the action(s) and how the action(s) was resolved, including all defense expenses and costs incurred.

16. Has the Applicant filed suit against any of its customers for non-payment of fees or have any customers either failed to pay for or requested a refund for a product or service you provided due to an alleged problem?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has any errors and omissions or professional liability insurance ever been declined or cancelled, or have the Applicant's insurers formally indicated intent not to offer renewal terms? NOTE: Applicants located in Missouri are not required to answer	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Has the Applicant or any director, officer, partner or principal been a party to any lawsuit or other legal proceeding or been the subject of a disciplinary action as a result of their professional activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Is the Applicant aware of any errors, omissions or claims; release, loss or disclosure of personally identifiable or confidential information in its care, custody or control, (including any circumstances reported to previous insurers that have not developed into claims) during the past five (5) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. a. Has the Applicant or any director, officer, employee or other proposed Insured given written notice under the provisions of any prior or current errors or omissions, professional liability, media or network security policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. For Minnesota applicants only , please indicate if the Applicant or any director, officer, employee or other proposed Insured has given written or oral notice under the provisions of any prior or current errors or omissions, professional liability, media or network security policy of specific facts or circumstances that might give rise to a Claim being made against any proposed Insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current errors or omissions, professional liability, media or network security policy or similar insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. No Applicant, director, officer, employee or other proposed insured has knowledge or information of any fact, circumstance, situation, event or transaction that may give rise to a claim under the proposed insurance except as follows:	<input type="checkbox"/> None

23. If available, please attach the following materials regarding the Applicant:

- The latest financial statements
- Copies of standard customer contracts/service level agreements
- Information systems policies and procedures

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this **Application** changes between the date of this **Application** and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this **Application** does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this **Application** and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Underwriters in issuing any Policy. The Underwriters is authorized to make any investigation and inquiry in connection with this **Application** as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this **Application** are hereby incorporated by reference into this **Application** and made a part hereof. This **Application** and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the Policy if issued. For North Carolina, Utah, and Wisconsin Applicants, such Application and materials are part of the policy, if issued, only if attached at issuance.

NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR OCCURRENCES WHICH TAKE PLACE PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER UNDERWRITER. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE INSURED IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.

I HAVE READ THE FOREGOING **APPLICATION** OF INSURANCE INCLUDING ATTACHMENT "A" AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

FRAUD WARNING DISCLOSURE

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO 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 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 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.

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 KANSAS APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

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 MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR 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 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 KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND 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 CLAIMS 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. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)

Signed:	Date:
Print Name:	Title:
(Owner, Partner, Authorized Officer)	

*If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

- Electronic Signature and Acceptance – Authorized Representative
- Electronic Signature and Acceptance - Producer

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Name of Insurance Agent

License Identification No.

Authorized Representative

ATTACHMENT "A"

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CLAIMS SCHEDULE

Please complete this form if the Applicant is aware of any claims as indicated in Questions 20-22 of the Application (including any circumstances reported to previous Underwriters which have not developed into claims) during the last five (5) years.

1. Name of Applicant: _____

2. Name of Member of Staff involved in claim: _____

3. Name of (potential) claimant: _____

4. Date of incident: _____ Date claim was made: _____

5. Under which policy was the claim made?

Carrier: _____

Policy No.: _____

6. Status of claim? Closed Open

If Closed, please indicate Total Loss Paid: _____ (including defense expenses)

If Open, please indicate

i) Total defense costs and expenses to date: _____

ii) Damages or other relief sought by the claimant(s): _____

iii) Underwriters loss reserve: _____

7. Please provide the following details:

i) the specific act, error or omission upon which the claimant bases the claim.

ii) a brief description of the claim.

iii) details of the current status and proposed strategy for handling the claim.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date