



**Confidential Application for NetProtect Essential<sup>SM</sup>  
Electronic Risk Insurance**

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. No coverage exists for claims first made after the end of the policy period unless, and to the extent, the extended reporting period applies. This is a "claim expenses" within the limits policy. Under this policy, all "claim expenses" are included within both the applicable limit of insurance and deductible. This could result in the limit of insurance becoming completely exhausted by the payment of "claim expenses", in which case, no further coverage is provided by this policy. Please discuss with your agent or broker.

Requested Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name: (First / Middle Initial / Last) \_\_\_\_\_

Designation:    DDS        DMD        MD        BDS

Physical Address: \_\_\_\_\_ State, \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different than above) \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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1. Website URL: \_\_\_\_\_                      2. Contact E-mail Address: \_\_\_\_\_

3. Contact Phone # \_\_\_\_\_

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4. Inception date of your first Cyber Policy : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

5. Desired Retroactive date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_    Note: cannot be earlier than the inception date of the first policy you purchased

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6. What is your annual gross revenue? \$ \_\_\_\_\_                      # of years in business: \_\_\_\_\_

7. How much coverage would you like? (Please check only one and select a deductible)

Limit Not Available*	Limit	Deductible			Regulatory Expense Sub-limit (no deductible)
		\$5,000	\$10,000	\$15,000	
LA, SD	\$500,000	\$5,000	\$10,000	\$15,000	\$15,000
SD	\$750,000	\$10,000	\$15,000	\$25,000	\$20,000
	\$1,000,000	\$15,000	\$25,000	\$50,000	\$25,000
AR, VT	\$2,000,000	\$25,000	\$50,000	\$100,000	\$25,000

\* These limits are not available for the states indicated.

8. Who is responsible for your backup and data recovery?	9. Who is your Internet Service Provider?	10. Who is responsible for your Financial Services and Payments? (i.e: Credit Cards)
None In-House Name of Vendor: _____	None <input type="checkbox"/> Name of Vendor: _____	None In-House Name of Vendor: _____

**History of Claims and Complaints**

11. 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 past 5 years? Please explain. Please attach additional information if needed.

**Knowledge of Conditions Precipitating Claims or Complaints**

12. 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 a 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.**

**13. 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 1) tax reporting to governmental authorities, 2) administration of benefits plans or related individual benefits, or 3) 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 4 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 am not involved in these activities ..... Yes No**

**14. RISK CONTROL SELF ASSESSMENT**

<b>Complete questions 1-6 for all levels of revenue</b>			
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 NA if you do not allow remote access to your systems .....	Yes	No	NA
<b>Complete questions 7-9 if your annual revenue is &gt;\$5,000,000</b>			
7. Do you control and track all changes to your network to ensure that it remains secure?.....	Yes	No	
8. Do you have a prominently disclosed privacy policy and do you honor it? .....	Yes	No	NA
9. At least once a year, do you provide security awareness training for everyone who accesses your network? .....	Yes	No	

**APPLICANT REPRESENTATION**

Applicant hereby declares, after 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.

Further, Applicant understands and acknowledges that:

<b>Complete questions 10-14 if your annual revenue is &gt;\$50,000,000</b>		
10. Do you have a company policy governing security and acceptable use of company property? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Do you re-assess security threats and upgrade your risk controls in response at least yearly?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Do you limit access to data on a need-to-know basis? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. Do you outsource your information security to a firm specializing in information security or have staff responsible for and trained in information security? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14. On your wireless networks, do you use security at least as strong as WPA authentication and encryption? Check NA if you do not use wireless networks. ....	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> NA

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; Applicant acknowledges a continuing obligation to report to 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 the 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.
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 in 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.

I hereby acknowledge that the aforementioned statements and answers are correct and complete. I further understand that any incorrect or incomplete statement could void my protection.

I hereby authorize the CNA Insurance Companies to release the information on this application and associated underwriting information.

**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.)

Signature in full:	Date
Printed Name:	Title:
Insurance Agent Signature:	Date