

**PROTO|Type®**  
**manufacturing E&O**  
**liability APPLICATION**

**Before you begin, You should KNOW**

- Many of the bolded words in this application have specific meanings:  
"You," "your" and "yourself" mean the persons and entities for which insurance is being sought and their employees, officers, partners and directors. Subsidiaries are also included if the entities have more than a 50% ownership interest.  
"We," "us" and "our" mean the insurance company.  
"Products" means products you design or manufacture to sell to others.  
"Services" means activities you perform for others.  
"Content" means data, digital code, images, masked works, scents, sounds, tastes, text or textures.
- In completing this application, you are not obligated to buy, and we are not obligated to sell, insurance.
- Incorrect, incomplete, false or misleading answers to any of the questions on this application may result in a retracted offer of coverage or a declaration that the policy is null and void. Attach additional sheets if there is not enough room in the application for an answer. If a question does not apply to you, respond "N/A" or "not applicable." If you do not answer a question, your answer will be deemed "not applicable." **You must answer all of the questions and subparts of the TELL ALL Section of this application.**
- Any proposal of coverage that we make will have additional terms and conditions. Carefully review the proposal before making a decision to purchase. As always, please contact your agent or broker if you have any questions.

**THIS APPLICATION IS FOR A CLAIMS FIRST MADE AND REPORTED IN WRITING POLICY. CLAIM EXPENSE IS WITHIN THE LIMITS.** Refer to the policy for actual coverage details. Here's an overview:

If issued, the policy will only apply to claims when

- 1 the glitch takes place on or after the retroactive date stated in the policy and before the end of the policy period and
- 2 the claim is first made against an insured person or entity and reported in writing to us during the time period specified in the policy and in compliance with reporting requirements. An extended reporting period may also be available.

Covered claim expenses and damages must be paid by you up to the self-insured retention amount; these payments do not reduce the limits of liability. Covered claim expenses and damages above the retention amount are payable under the policy; they reduce and may exhaust the limits of liability.

**BASICS**

1. Applicant (fill in the name as it should appear on the policy, if written)  
\_\_\_\_\_
2. Street address \_\_\_\_\_  
city, state, zip \_\_\_\_\_  
Mailing address \_\_\_\_\_  
city, state, zip \_\_\_\_\_ Phone Number \_\_\_\_\_
3. Type of entity Public Private
4. Entity structure Sole proprietorship Corporation LLC Joint Venture Other \_\_\_\_\_
5. In business since (m/d/yyyy) \_\_\_\_\_
6. Have you purchased, merged or consolidated with any companies in the last three years?  
Yes No. If yes, did purchase include (check all that apply) Assets Liabilities

7. Do **you** have any subsidiaries?  Yes  No. If yes, please provide the names of all subsidiaries (attach a separate list, if necessary) \_\_\_\_\_

8. **Your staff**

- \_\_\_\_\_ # of principals, partners, directors and officers
- \_\_\_\_\_ # of engineers and technicians
- \_\_\_\_\_ # of sales and marketing personnel
- \_\_\_\_\_ # of clerical/support personnel
- \_\_\_\_\_ # of independent contractors performing **services** on **your** behalf
- \_\_\_\_\_ # of website staff
- \_\_\_\_\_ # of other
- \_\_\_\_\_ TOTAL

9. Please list **your** website home page addresses (include all URLs registered in **your** name). If any of these website(s) have a password protected members only/private area, also provide temporary passwords and log in ID.

- Address \_\_\_\_\_ Password/Log in ID \_\_\_\_\_
- Address \_\_\_\_\_ Password/Log in ID \_\_\_\_\_
- Address \_\_\_\_\_ Password/Log in ID \_\_\_\_\_

10. Does **your** website(s) contain a complete, accurate and up-to-date description of **your products** and **services**?  
 Yes  No

11. Please list all association memberships related to **your products** and/or **your services** \_\_\_\_\_

12. SIC code(s) \_\_\_\_\_ NAIC code(s) \_\_\_\_\_

**VITALS**

<b>Fiscal Year</b>	<b>Total Revenues, including Your Website Generated Revenues</b>	<b>Your Website(s) Generated Revenues only</b>	<b>Number of Units Manufactured</b>	<b>Average Price of Products/Services</b>
Next _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	_____	\$ _____
Current _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	U.S. \$ _____ Foreign \$ _____ TOTAL \$ _____	_____	\$ _____

1. Do **you** do business outside the U.S.?  Yes  No. If yes, a) list all foreign countries in which **you** do business \_\_\_\_\_ and b) are **you** compliant with distance selling regulations and laws in foreign jurisdictions?  Yes  No

2. Indicate the % of **your** total current revenue from the following:

- \_\_\_\_\_ % **products you** design and manufacture
- \_\_\_\_\_ % **products you** sell or distribute for others
- \_\_\_\_\_ % fees for **services you** provide
- \_\_\_\_\_ % referral or affiliate program fees
- \_\_\_\_\_ % website ads for others
- \_\_\_\_\_ % licensing fees/royalties
- \_\_\_\_\_ % other
- 100% TOTAL



- motor vehicles, trains, watercrafts or aircrafts?  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- chemicals, cleaning products, adhesives, or pesticides  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- alcohol  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- food or beverages  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- textiles, fabrics or apparel  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- cosmetics or perfumes  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%
- building or construction materials  Yes  No. If yes, indicate the percentage of projected next year revenues \_\_\_\_\_%

3. For revenues that **you** will generate in **your** current fiscal year, what percentage of **your products** and/or **services** are in the following Years in Market?
- \_\_\_\_\_ % Zero to One
  - \_\_\_\_\_ % Over One year but less than Two
  - \_\_\_\_\_ % Over Two years but less than Five
  - \_\_\_\_\_ % Five years or longer

4. Are **you** developing any new **products** and/or **services**?  Yes  No. If yes, please fill in the chart below

Product and/or Service	Projected Release Date	*Projected Annual Revenues	Projected Agreement Value/Charge for Product and/or Service
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

\*If the **product** and/or **service** is to be released in the current or next fiscal year, did **you** include revenues in the VITALS chart?  Yes  No

5. Have **you** discontinued any of **your products** and/or **services** in the last three years?  Yes  No. If yes, are any of these **products** and/or **services** still in use by **your** customers?  Yes  No. Do **you** plan to discontinue any of **your products** and/or **services** in the next year?  Yes  No
6. Indicate how far in advance **you** notify customers prior to discontinuance of a **product** and/or **service** \_\_\_\_\_

## PRIVACY

1. Do **you** have a privacy policy?  Yes  No. If yes, a) has it been reviewed by an attorney?  Yes  No and b) is the privacy policy posted on **your** website?  Yes  No
2. Which of the following does **your** privacy policy contain? (check all that apply)
- Explanation of type of info collected
  - Description of how info is collected
  - Disclosure of use of info collected
  - Access to and the ability for user to change or update info
  - Description of safeguards and security measures used to protect info
3. Do **you** provide opt-in or opt-out options in the following areas? (check all that apply)
- Receipt by users of **content** from **you** or others  Opt-in  Opt-out
  - Collection of user information  Opt-in  Opt-out
  - Sharing of user info  Opt-in  Opt-out
4. Do **you** require users to actively agree to or acknowledge **your** privacy policy before they provide information?  Yes  No
5. Is the point of information collection secure?  Yes  No

6. Is personally identifiable and/or confidential information a) transmitted in encrypted form? Yes No and b) stored in encrypted form? Yes No
7. Do **you** sell or share personal and/or confidential information gathered from customers or others (this includes info gathered from **your** website or by other means)? Yes No. If yes, do **you** notify and obtain the consent of these customers or others prior to dissemination? Yes No
8. Do **your** operations require **you** to care for the confidential or personal info of others? Yes No. If yes, indicate which of the following kinds of info are cared for (check all that apply). Medical Financial Inventory  
Intellectual Property Customer Data Legal Work History/Resume Criminal Records  
Other \_\_\_\_\_

## CONTENT

1. Does **your** website contain a chatroom, bulletin board or any other type of interactive exchange which can be viewed by others? Yes No. If yes, does **your** website have disclaimers and guidelines regarding the use of and **content** disseminated on the interactive exchange? Yes No. Are users required to acknowledge disclaimers and guidelines prior to participation? Yes No. Who manages **your** interactive exchange? You  
Subcontractor. Do **you** make the subcontractor contractually responsible for liabilities arising out of the interactive exchange? Yes No. Do **you** or **your** subcontractor exercise editorial control over **your** interactive exchange?  
Yes No. If yes, when? Prior to Posting After Posting
2. In **your** advertising and marketing material, including all of **your** websites, do **you** a) compare **yourself** to **your** competition? Yes No, b) compare **your products** and/or **services** to **your** competitors' **products** and/or **services**? Yes No, c) claim that **you** or **your products** and/or **services** are superior to **your** competition? Yes No, and/or d) make guarantees or warranties? Yes No
3. What type of **content** is available on **your** website(s)? (check all that apply)
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Entertainment/Games  | <input type="checkbox"/> Law/Legal                | <input type="checkbox"/> Advertising/Product Comparisons                       |
| <input type="checkbox"/> Cultural (art/music) | <input type="checkbox"/> Insurance                | <input type="checkbox"/> Contests/Surveys/Lotteries/Sweepstakes                |
| <input type="checkbox"/> Financial            | <input type="checkbox"/> Software for downloading | <input type="checkbox"/> Instructional/How-to                                  |
| <input type="checkbox"/> Medical/Health       | <input type="checkbox"/> Travel                   | <input type="checkbox"/> Database (include subject) _____                      |
| <input type="checkbox"/> News                 | <input type="checkbox"/> Religious                | <input type="checkbox"/> <b>Your product</b> and/or <b>service</b> information |
| <input type="checkbox"/> Sports               | <input type="checkbox"/> Commentary/Editorial     | <input type="checkbox"/> Adult   |
| <input type="checkbox"/> Children's Interest  | <input type="checkbox"/> Other _____              |  |
4. Which of the following are included in **your** intellectual property and/or business methods clearance procedures? (check all that apply)
- The acquisition of all the necessary rights, licenses, releases and consents applicable to **content** and **products** and/or **services** created or provided by **you** or by third parties
  - Legal review of the items checked below performed prior to release, use or dissemination regardless of the medium  
**content** technology used **products** and/or **services** packaging business methods websites  
advertising and marketing material
  - Legal review performed with respect to laws in jurisdictions outside of the U.S.
  - New hire and independent contractor agreements which include signed statements to the effect that they will not disseminate or use a previous employer's or client's trade secrets and other intellectual property
  - The contractual acquisition of all rights (including electronic rights) to work done for **you** by third parties, including hold harmless and indemnification clauses, which inure to **your** benefit pertaining to that work
  - Legal review of all updates or changes to the **content**, business methods and functionality of **your** website prior to dissemination or implementation
  - Permission of sites **you** link to or frame
  - Legal review of sites **you** link to or frame
  - Legal review of all Referral and Affiliate Program agreements
  - Disclaimers on **your** website pertaining to **content** made available or disseminated
  - Trademark and/or servicemark searches and clearances for all **your** domain names **product** and/or **service** names, designs or logos
  - content** searches and clearances performed by **your** legal counsel professional search company  
computerized database search

- Permission to use and legal review of the trademarks and/or servicemarks of others
- Legal review of all Licensing and/or Cross-Licensing Agreements

5. Do **you** have an established policy and process in place to address complaints of inaccurate, defamatory, infringing or problematic **content** on **your** website(s), or other **content** **you** have designed or have responsibility for?  
 Yes  No. If yes, what is **your** response timeframe?  less than one day,  1-7 Days or  more than a week
6. Do **you** have any corporate blogs, video logs, podcasts or webcasts?  Yes  No. If yes, please provide the URL(s) for all of them that are located on **your** corporate website(s): \_\_\_\_\_

and the URL(s) for all of them that are hosted for **you** by other websites, including social networking sites: \_\_\_\_\_

## SECURITY

1. Please check all items from the following list that are currently being utilized in **your** security system and/or plan
- |  |  |
|--|--|
| <input type="checkbox"/> Security firewall   | <input type="checkbox"/> Protocols meeting x.509 standards   |
| <input type="checkbox"/> Routers   | <input type="checkbox"/> Secure remote dialup or access  |
| <input type="checkbox"/> Proxy servers   | <input type="checkbox"/> Computerized intrusion detection  |
| <input type="checkbox"/> Secure remote maintenance   | <input type="checkbox"/> Mainframe data protocols  |
| <input type="checkbox"/> Firewall tunneling  | <input type="checkbox"/> Automated security scanner  |
| <input type="checkbox"/> Encryption devices  | <input type="checkbox"/> High-speed internet connections   |
| <input type="checkbox"/> Active <b>content</b> filtering   | <input type="checkbox"/> Wireless security meets <input type="checkbox"/> WPA standards <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Password protection   | <input type="checkbox"/> Access restrictions   |
| <input type="checkbox"/> Anti-virus scanning   | <input type="checkbox"/> Load balancers  |
| <input type="checkbox"/> Hot site  | <input type="checkbox"/> Penetration testing   |
| <input type="checkbox"/> ISO: _____ compliant  | <input type="checkbox"/> Periodic security audits from third parties   |
| <input type="checkbox"/> Identification, authentication and integrity protocols  |  |
| <input type="checkbox"/> Continuous monitoring of security alerts from organizations like <input type="checkbox"/> CERT <input type="checkbox"/> Other _____                   |  |
| <input type="checkbox"/> Continuous implementation of vendor security patches  |  |
| <input type="checkbox"/> Procedures to address any suspected intrusion and/or respond to security alerts   |  |
| <input type="checkbox"/> Transmission of the data or <b>content</b> of others is encrypted   |  |
| <input type="checkbox"/> Storage of the data or <b>content</b> of others is encrypted  |  |
| <input type="checkbox"/> Other standard(s) and/or certification(s) _____   |  |
| <input type="checkbox"/> Reassessment of security vulnerabilities when <b>you</b> make any system changes, software upgrades, changes to website or website functionality etc. |  |
2. Do **you** have established systems and physical security policies and procedures?  Yes  No. If yes, how often are they updated?  continuously  quarterly  semi-annually  annually. Are employees immediately notified of changes and/or updates?  Yes  No
3. Do **you** have established employee guidelines that address systems and Internet usage?  Yes  No
4. Which of the following can access **your** systems via the Internet?  employees  customers  vendors  business partners
5. Do **you** have a Systems/Physical Security Manager?  Yes  No
6. Is **your** disaster recovery program  formalized?  tested?
7. How frequently do **you** back-up data residing on **your** system?  daily  every 72 hours  weekly  other \_\_\_\_\_
8. Do **you** ever warrant or guarantee that **your product** and/or **service** or website has no security vulnerabilities or that **your product** and/or **service** will prevent security breaches or the introduction of malicious code into the systems of others?  Yes  No

9. Have **you** experienced or has **your** system or website been used in any type of security incident or attack (e.g. viruses, denial of service attacks, etc.)?  Yes  No. If yes, please indicate which of the following happened. (check all that apply)  security breach  denial of service attack  transmission of malicious code (ex: virus)  identity theft  disclosure of private information  credit/debit card fraud  repudiation of access  other security incident  
For each item checked above, please describe the incident or attack, impact to **you**, customers or others and what measures **you** have to taken to prevent a similar event \_\_\_\_\_

## ERRORS & OMISSIONS

1. Which of the following do **your** quality control procedures include? (check all that apply)  
 Pre-release/pre-dissemination  Alpha testing  Formal customer acceptance procedures  Beta testing  
 Vendor certification process  Statistical process control  Formalized quality control program  Prototype development  **Products** and/or **services** developed to industry standards:  UL/CSA  ISO 9000 or later series  
 CE Mark /  ANSI  Other \_\_\_\_\_
2. Do **you** include all necessary and required **product** labels, instructions and warnings with all of **your products**?  
 Yes  No. Are the labels, instructions and warnings reviewed and approved by legal prior to inclusion?  
 Yes  No
3. If **your product** and/or **service** were to fail, how many customers would be affected?  1-10  10-100  over 100
4. Indicate the acceptable downtime for **your product** and/or **service** according to **your** typical customers' needs  
 None  Less than one day  Less than two days  More than two days
5. What percentage of **your products** and/or **services**, upon delivery to **your** customers, are returned or require fixes?  
 \_\_\_\_\_%
6. Have **you** ever had to recall **your products**?  Yes  No. If yes, please explain \_\_\_\_\_
7. Do **you** warrant or guarantee any standards of performance for **your products** and/or **services** (e.g. delivery and/or completion timeframes, durability, quality)?  Yes  No. If yes, specify which standards \_\_\_\_\_
8. Do **you** subcontract out any part of **your** manufacturing operation? (Subcontractors include all contractors, distributors, vendors, strategic partners and/or affiliates, etc. involved in the research, development, distribution, sale of **your products** and/or **services** or management of **your** websites)  Yes  No. If yes, indicate a) the percentage of **your** current revenues attributable to the work of subcontractors \_\_\_\_\_% and b) **your** reasons for the use of subcontractors (check all that apply)  as a regular supplement to staff  as staff for a particular project  for expertise that **you** do not have in-house  distribution  other (please explain) \_\_\_\_\_  
 Do **you** make customers aware that subcontractors are being used?  Yes  No. Are the subcontractors identified as such to customers?  Yes  No. Describe what controls **you** have in place to ensure quality work from subcontractors \_\_\_\_\_
9. Do **your** risk management procedures include the following? (check all that apply)  
 Business documents (customer orders, agreements, etc.) retained for \_\_\_\_\_ months \_\_\_\_\_ years  unlimited  
 Maintenance of error/problem/downtime log for life of **product** and/or **service**  
 Customer complaint resolution plan  
 Customer notification plan of **your** discontinuance of a **product** and/or **service** or support  
 Customer or **product** support including  E-mail  Website  Customer site visitation  Fax  In-house repairs  Toll-free numbers  Availability:  M-F  24/7  
 Formal plan to address any flaws, defects, bugs, anomalies, problems, etc. discovered in **your products** and/or **services** or website including  customer notification. Method of notification \_\_\_\_\_  
 Timeframe from discovery to notify all customers  less than one day  1-7days  1-4weeks  over 1 month  
 Formal service recall plan
10. Do **you** use a standard agreement with customers specifying the **products** and/or **services you** will provide?  Yes  No. If yes, indicate type  executable contract  shrinkwrap  clickwrap/Terms of Service(TOS)  engagement letter  purchase order  other \_\_\_\_\_

11. Indicate the percentage of **your** customers subject to **your** standard agreements \_\_\_\_\_%

12. Please indicate the following:

Typical Customer Agreement	Largest Customer Agreement
Size \$ _____	Size \$ _____
Duration _____ weeks _____ months _____ years	Duration _____ weeks _____ months _____ years
% of agreements modified or changed from <b>your</b> standard agreement _____%	Type <input type="checkbox"/> <b>your</b> standard agreement <input type="checkbox"/> <b>your</b> standard agreement with modifications <input type="checkbox"/> customer agreement

13. Are all customer agreements reviewed and approved by legal prior to execution?  Yes  No

14. Are all changes and/or modifications to customer agreements and subcontractor/vendor agreements reviewed and approved by legal prior to execution?  Yes  No

15. Are all change orders and/or modifications in writing and approved by **your** legal counsel and signed off on by customer prior to implementation?  Yes  No

16. If **your** website allows e-commerce, do **you** require customers to read and accept **your** agreement before enacting a transaction?  Yes  No

17. In the chart below, check each of the following clauses that are built into **your** standard customer agreement and/or **your** largest customer agreement and who the clause benefits

Clause	Standard Customer Agreement Clause benefits				Largest Customer Agreement Clause benefits			
	You	Customer	Mutually Beneficial	N/A	You	Customer	Mutually Beneficial	N/A
Arbitration Clause	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Choice of Law or Jurisdiction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Force Majeure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guarantees/Warranties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limitation of Liabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limitation of Consequential Damages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hold Harmless/Indemnification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule of Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclaimers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### CURRENT INSURANCE

Do **you** carry Errors & Omissions/Professional Liability?  Yes  No

If no, explain \_\_\_\_\_ If yes, please provide the following information Limit \$ \_\_\_\_\_ SIR/Deductible \$ \_\_\_\_\_

Premium \$ \_\_\_\_\_ Expiration Date \_\_\_\_\_ Type of Form:  Claims Made or  Occurrence

Retroactive Date: \_\_\_\_\_ Insurance Company \_\_\_\_\_

Do **you** carry General Liability?  Yes  No

If no, explain \_\_\_\_\_ If yes, does **your** coverage include? (check all that apply)  Personal Injury

Advertising Injury  Products Liability. If yes, please also provide the following information

Limit \$ \_\_\_\_\_ SIR/Deductible \$ \_\_\_\_\_ Premium \$ \_\_\_\_\_ Expiration Date \_\_\_\_\_ Type of Form:  Claims Made or

Occurrence  Retroactive Date: \_\_\_\_\_ Insurance Company \_\_\_\_\_



What is **your** desired Limit of Liability? (check all options that interest **you**) \$500,000 \$1,000,000  
\$2,000,000 \$5,000,000 Other \$\_\_\_\_\_ What is **your** desired Retention? (check all options that interest **you**)  
\$2,500 \$5,000 \$10,000 Other \$\_\_\_\_\_

DO NOT ANSWER THE FOLLOWING QUESTION IF **YOU** ARE DOMICILED IN MISSOURI

1. Has **your** errors and omissions/professional liability coverage ever been declined, canceled or non-renewed? Yes  
No. If yes, please describe why \_\_\_\_\_

## TELL ALL

**you must answer all of the questions and subparts in this section**

**If you respond yes to questions 1–3 below, you must provide us with the following info**

- **a full description of the circumstances and details including any damages alleged;**
  - **purchase or agreement (i.e. contract) price involved;**
  - **the current status of the situation including what you have done and what you are now doing to address the situation; and**
  - **what you are doing to prevent further incidents or situations.**
1. In the last three years, have any of **your** customers a) made allegations or complained about the performance or non-performance of **your product** and/or **service**? Yes No, b) refused to pay **you** or stopped paying **you** because of a problem with **your product** and/or **service**? Yes No, c) requested a refund of their payment because of a problem with **your product** and/or **service**? Yes No and/or d) complained that **your product** and/or **service** was delayed or late? Yes No
2. Are **you** aware of any actual or alleged fact, circumstance, situation, error or omission, or issues with **your** website, **content**, **product** or **service** (including but not limited to, product, intellectual property, privacy and security issues) which may reasonably be expected to result in a claim being made against any of **you**? Yes No
3. Have any of **you** or any of **your** predecessors in business, affiliates or any of their past or present partners, owners, officers, sales persons or employees been investigated and/or cited by any regulatory agency arising out of their activities? Yes No

**If you respond yes to question 4 below, you must provide us with the following information about each and every claim, suit or proceeding**

- **a full description including damages alleged;**
  - **current status;**
  - **loss runs, if applicable; and**
  - **amounts of reserves, legal expenses paid to date, settlements or judgments**
4. Have any claims, suits or proceedings relating to **your products** or **services** been brought during the past three years against any of **you** or any of **your** predecessors in business, affiliates or against any of **your** or their past or present partners, owners, officers, sales persons or employees? Yes No

## REPRESENTATIONS

**This application must be signed by an authorized partner, officer or other principal of the primary entity seeking coverage or by the proprietor of a proprietorship. By signing this application, you represent and agree to items 1 through 7 below:**

1. **You are acting on behalf of all persons and entities for which you are seeking insurance;**
2. **The statements and answers in the application and all attachments to it are accurate and complete. Additional information provided in response to subsequent questions and requests will also be accurate and complete;**
3. **Statements and information that you provide that are attached to or that supplement this application are deemed to be incorporated into the application, and the application will be deemed to be incorporated into and a part of any policy that is issued;**
4. **The statements, answers and additional information are representations by you; they are a material inducement to us to provide insurance or a proposal for insurance; and you intend for us to rely upon them;**
5. **Any policy that we issue will be issued in reliance upon those representations;**

- 6. You will report to us immediately, in writing, all changes in your business or circumstances that would result in a different statement or answer or different information than the ones you have previously provided to us when the change becomes known to you between the date of this application and the effective date of the policy, if a policy is issued. We reserve the right to modify or withdraw any proposal for insurance that we offer when we receive information about such changes;
- 7. If the application, including attachments and supplements, contains inaccurate, false or incomplete information or if you fail to provide notice of changes as required, we may declare any policy that has been bound or issued to be null and void, and we will not provide any coverage.

**STOP! BEFORE YOU SIGN THIS APPLICATION, READ THE APPLICABLE FRAUD WARNING ON THE FOLLOWING PAGE**

\_\_\_\_\_  
Signature of AUTHORIZED SIGNATORY

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name of AUTHORIZED SIGNATORY

Title \_\_\_\_\_

Producer/Broker Name and License Number \_\_\_\_\_

## **FRAUD WARNINGS**

**Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Wyoming**

NOTICE: In some states, 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, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

### **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 claiming with regard to a settlement or award payable for 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 insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### **Hawaii**

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

### **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, Tennessee, Virginia, Washington**

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, and denial of insurance benefits.

### **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.

### **Ohio**

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 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.

### **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.