

BENCHMARK MANAGEMENT GROUP & SPECIALTY LINES UNDERWRITERS

Manufacturing E&O Liability Application

- 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

ALERT: To be eligible for this coverage, **you** must manufacture and design the majority of the products **you** sell. **You** may want to ask **your** agent or broker to confirm eligibility prior to completing this application.

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

Fiscal Year	Total Revenues, including Your Website Generated Revenues	Your Website(s) Generated Revenues only	Number of Units Manufactured	Average Price of Products/Services
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

3. Do **you** accept credit/debit cards or other payment vehicles for transactions online? Yes No. If yes, what fraud prevention procedures do **you** employ? (check all that apply) Address Verification Service (AVS) Verified by Visa or MasterCard's PCI/CISP Verified by other _____ Never accept orders from users using free e-mail service Statement on **your** website regarding **your** intentions to prosecute fraudulent orders Secure third party processor Extra verification of large orders by phone call/written verification Other (describe) _____
-

YOUR WEBSITE(S)

1. Describe **your** website(s) (check all that apply)
- Presence: just info about what **you** do
 - Content Aggregation: **content** from different sources
 - Interactive: visitors can interact with site
 - E-commerce: buying/selling of **products** and/or **services**
2. Do **you** plan to update **your** website(s) in the next year? Yes No. If yes, does this update include
- New service info
 - Content** from others
 - User interactivity (describe) _____
 - e-Commerce capabilities (describe) _____
 - User account access (describe) _____
 - Other (describe) _____

MANUFACTURING SERVICES FOR OTHERS

1. Please list the types of **products you** manufacture and **services** performed for others and the % of projected next year revenues applicable to that **product** and/or **service** type, column sum must total 100%.

Description of Type of Product and/or Service	% of projected next year revenues
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

TOTAL 100%

2. Do **you** manufacture or are any of **your products** and/or **services** used in the development of or incorporated into the following? (check all that apply)
- firearms, weapons, explosives or ammunition Yes No. If yes, indicate the percentage of projected next year revenues _____%
 - toys or games Yes No. If yes, indicate the percentage of projected next year revenues _____%
 - tobacco Yes No. If yes, indicate the percentage of projected next year revenues _____%
 - drugs, pharmaceuticals, botanical, or biological products? Yes No. If yes, indicate the percentage of projected next year revenues _____%
 - medical, dental or laboratory products Yes No. If yes, indicate the percentage of projected next year revenues _____%

- 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"/> Your product and/or service 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 content 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 content of others is encrypted | |
| <input type="checkbox"/> Storage of the data or content of others is encrypted | |
| <input type="checkbox"/> Other standard(s) and/or certification(s) _____ | |
| <input type="checkbox"/> Reassessment of security vulnerabilities when you 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 your standard agreement _____%	Type <input type="checkbox"/> your standard agreement <input type="checkbox"/> your 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 **you** 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.

THE INSURANCE COVERAGE YOU ARE APPLYING FOR DOES NOT COVER ANY CLAIM ARISING FROM OR RELATING TO: PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DISEASE OR DEATH.

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

NOTICE TO ALL PROSPECTIVE INSUREDS:

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 and subjects such person to criminal and civil penalties in many states.

NOTICE TO PROSPECTIVE INSUREDS IN:

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 for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia

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.

Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer 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, 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.

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.

Maryland

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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.

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.