



Name of Insurance Company to which Application is made

**THE HARTFORD CYBERCHOICE 1.0 LIABILITY POLICY  
INSURANCE APPLICATION**

**This is an application for a CLAIMS-MADE AND REPORTED Policy**

If a policy is issued, this application will attach to and become part of the policy. Therefore, it is important that all questions are answered accurately.

**NOTICE:** THIS LIABILITY INSURANCE IS WRITTEN, EXCEPT AS OTHERWISE SPECIFIED HEREIN ON A CLAIMS-MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN ITEM 4 OF THE DECLARATIONS PAGE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE INSURANCE PROVIDED BY THIS POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. DEFENSE COSTS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

Whenever used in this Application, the terms "Applicant" shall mean the party proposed as the Named Insured and any subsidiaries and their respective directors, officers, trustees, and governors.

**A. General Information:**

- (1) Name of **Applicant**: \_\_\_\_\_
- (2) Address: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_
- (3) Year of Incorporation: \_\_\_\_\_
- (4) Website: www. \_\_\_\_\_
- (5) Nature of business: \_\_\_\_\_
- (6) Total Revenues for the most recently completed fiscal year: Revenues: \$ \_\_\_\_\_ Year: \_\_\_\_\_
- (7) Number of Employees: \_\_\_\_\_
- (8) Is an individual of the **Applicant** formally responsible for all:
  - a. privacy related matters?  Yes  No
  - b. network security matters?  Yes  No

**B.. Data Privacy**

- (1) Does the **Applicant** have a written company-wide privacy policy addressing personally-identifiable records?
  - Yes  No
  - If Yes, has such privacy policy been reviewed by a qualified attorney?  Yes  No

- (2) Does the **Applicant** collect or store any of the following Third Party electronic information:  Yes  No

If Yes indicate what Third Party electronic information the Applicant collects or stores:

- Medical/Health Information
- Credit Card Information
- Personally Identifiable Customer Information, other than Credit Card or Medical/Health Information

- (3) Does the **Applicant** purchase, sell, share or otherwise release any consumer or client information to related entities or outside entities?  Yes  No      If Yes, is such transaction subject to a written agreement?  Yes  No
- (4) In the past two (2) years, has the **Applicant** received a privacy certification?  Yes  No
- (5) Does the **Applicant** restrict employee access to consumer and customer files to employees on a business-need to basis?  Yes  No
- (6) Does the **Applicant** conduct criminal background checks on all new employees who have access to personally identifiable information?  Yes  No
- (7) Is **Applicant** compliant with all FACTA guidelines and requirements to protect consumer information, including the recommended handling of credit card transaction receipts?  Yes  No       NA (if **Applicant** does not collect credit card data)

### C. Network Security

- (1) Does the **Applicant** adhere to the policies of the following standards?
- a. PCI Data Security Standard  Yes  No       NA (if **Applicant** does not collect or store credit card data)
  - b. HIPAA Standards and Procedures  Yes  No       NA (if **Applicant** does not collect or store health/medical data)
- (2) Does the **Applicant** utilize and regularly review results of automated data auditing which continually monitors, records, analyzes, alerts and reports on **Applicant's** database activity?  Yes  No
- (3) Does the **Applicant** conduct periodic intrusion detection, penetration or vulnerability testing?  Yes  No
- (4) Does the **Applicant** use firewall technology at all Internet points-of-presence?  Yes  No
- (5) Does the **Applicant** use antivirus software on all computer systems?  Yes  No
- (6) Does the **Applicant** physically protect access to dedicated computer rooms and/or servers?  Yes  No  
 NA (if **Applicant** does not have a server)
- (7) Does the **Applicant** maintain formal processes to revoke network privileges immediately following an employee's or contractor's termination or resignation?  Yes  No
- (8) Does the **Applicant** encrypt all electronic personally identifiable records in the following environments:
- a. In transit to or from remote employees, traveling employees, and/or contractors.  Yes  No
  - b. On the **Applicant's** computer hardware (except servers, but including laptops, smart phones, memory devices or personal digital assistants) or any other medium regardless of location:
    - i. while connected to the **Applicant's** network.       Yes  No
    - ii. while disconnected from the **Applicant's** network.  Yes  No
  - c. On the **Applicant's** servers.  Yes  No  NA (if **Applicant** does not have a server)
- (9) Does the **Applicant** maintain procedures regarding the destruction of data residing on systems or devices prior to their disposal?  Yes  No

### D. Media and Online Content (complete if applying for Internet Liability Insurance)

- (1) Does the **Applicant's** website aggregate content from 3<sup>rd</sup> party sources?  Yes  No
- (2) Does the **Applicant's** website provide e-Commerce functions (i.e. buying and selling of good or services online).  
 Yes  No
- (3) Does the **Applicant** utilize in-house or outside counsel to review all website content, including content by third parties, prior to posting?  Yes  No
- (4) Does the **Applicant** have a written and active "take-down" policy to remove infringing, libelous, or otherwise controversial materials?  Yes  No

- (5) Does the **Applicant** have a review process to screen its mass marketing email campaigns for the following topics prior to dissemination? Check all that apply.  Privacy Violations  Libel or Slander  Defamation  
 Verification of "opt-in" status of recipients  NA (if **Applicant** does not such emails

**E. Previous Insurance**

(1) Please provide the following details regarding the **Applicant's** current insurance programs:

PRODUCT	INSURER	LIMIT	SIR	POLICY PERIOD	PREMIUM	RETRO DATE
Cyber Liability						
General Liability						

(2) Has any insurer cancelled or refused to renew any Cyber Risk Insurance, Data Privacy Liability, Network Security Liability, General Liability or Media Liability insurance or any similar insurance?  Yes  No

**F. Prior Losses and Incidents - Please provide specific information if responding "Yes" to 1,2 or 3 below.**

- (1) Is the **Applicant** or anyone for whom coverage is proposed aware of any facts, acts, circumstances, or situations that may give rise to claim against the Applicant or against this insurance policy?  Yes  No
- (2) In the last 5 years, has there been or is there now any pending litigation, claim or arbitration against or civil, criminal, administrative or regulatory action or proceeding of the Applicant or any person or entity proposed for insurance?  Yes  No
- (3) Have any of the Applicant's Owners, Principals, Directors, Officers or employees ever been the subject of reprimand or disciplinary or criminal actions by authorities as a result of their professional activities?  Yes  No

**It is understood and agreed that with respect to Questions G, 1), 2), and/or 3) above, that if such reprimand, disciplinary or criminal actions; litigation, claim, arbitration, civil, criminal, administrative or regulatory action or proceeding; or knowledge or information, exists, any claim or action for, based upon, arising from or in any way related thereto is excluded from this proposed coverage.**

The Undersigned declares that the person(s) and entity(ies) proposed for this insurance understand that:

- With respect to Liability Coverages only, the **Policy** shall apply only to **Claims** made during the **Policy Period** or Extended Reporting Period (if applicable);
- The limit of liability contained in the **Policy** shall be reduced, and may be completely exhausted, by **Defense Costs**, and, in such event, the **Insurer** shall not be liable for **Defense Costs** or for the amount of any judgment or settlement to the extent that such cost exceeds the limit of liability in the **Policy**; and
- **Defense Costs** that are incurred shall be applied against the retention amount.

**FRAUD WARNING STATEMENTS**

**ARKANSAS 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.**

**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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.**

**DISTRICT OF COLUMBIA APPLICANTS: 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 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.

**HAWAII APPLICANTS:** 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 APPLICANTS:** 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 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.

**MAINE 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.

**MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND 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 APPLICANTS:** 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 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 CIVIL FINES AND CRIMINAL PENALTIES.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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 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.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

**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 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.

**PUERTO RICO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

**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."

**TENNESSEE 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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**VIRGINIA 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 INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.**

**VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.**

**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 INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."**

**WEST VIRGINIA 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.**

**NEW YORK APPLICANTS: 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 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."**

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE. THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE CURRENT POLICY PERIOD, WHICHEVER IS LATER.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THIS APPLICATION MUST BE SIGNED BY THE CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER OR THE PRESIDENT OF THE COMPANY.

SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

Name Of Broker \_\_\_\_\_  
(Required: FLORIDA, IOWA, NEW HAMPSHIRE only)

Broker License No. \_\_\_\_\_  
(Required: FLORIDA only)

Print Name \_\_\_\_\_

Name Of Agency \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Broker Signature \_\_\_\_\_  
(Required: NEW HAMPSHIRE only)

PLEASE SUBMIT THIS PROPOSAL AND APPROPRIATE MATERIALS TO:

The Hartford  
Attn: Hartford Financial Products Cyber Risk Dept.  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, NY 10016