



Technology Professional Liability – All States

We have two great products to offer!

- ▶ MicroTek is tailored to smaller firms and extends to them the coverages they need at a price they can afford
- ▶ SuperTek allows small to medium-sized accounts to select between standard and broad coverage

MicroTek

- ▶ Premiums as low as \$995 for errors and omissions and a businessowners package providing the benefit of having these coverages together with the same carrier
- ▶ Policy form includes coverage for:
 - Personal injury
 - Network security liability
 - Privacy liability
- ▶ Option available for intellectual property coverage*
- ▶ 50/50 hammer clause
- ▶ \$0 deductible on errors and omissions and general liability
- ▶ Available to firms with \$1,000,000 or less in revenue and 7 or fewer consultants

SuperTek

- ▶ Defense costs coverage provided outside the limit of liability*
- ▶ Broad form endorsement includes coverage for:
 - Personal injury arising out of professional services
 - Network security and privacy liability
 - Media liability*
 - Breach of contract
 - Activity on your own website
 - Loss of use of products
 - Violation of a privacy policy
 - Use of your system in a denial of service attack
- ▶ Available as monoline errors and omissions, and we can consider general liability and property coverages
- ▶ Errors and omissions deductibles available from \$0 to \$25,000
- ▶ Ability to consider firms with annual sales up to \$15,000,000

Product Features (applicable to both products)

- ▶ Errors and omissions limits available up to \$5,000,000*
- ▶ Coverage available for privacy breach expense and defense of regulatory claims[†]
- ▶ Full prior acts coverage available, even for first-time buyers
- ▶ Broad definition of covered services using “including but not limited to” wording
- ▶ Hired and non-owned auto liability available in most states

- ▶ Ability to provide coverage for property of others in your care, custody and control with the property damage extension
- ▶ Ability to consider contractual needs for the general liability by providing additional insureds, waiver of subrogation, and primary and non-contributory language

Additional Advantages

- ▶ Quote-to-bind hit ratio over 35 percent
- ▶ Wide range of technology professional classifications considered, including custom software development, website design, network support and consulting
- ▶ Ability to consider new ventures
- ▶ Admitted in most states
- ▶ Direct Bill and web quoting available
- ▶ One simple application for both products
- ▶ A.M. Best A++ rated carrier
- ▶ Policyholders receive free access to eRisk Hub, a comprehensive online portal containing news and tools for risk management and best practices as well as an incident roadmap should the need arise and resources to find the expertise you need
- ▶ In addition to eRisk Hub, policyholders have access to many services through our Business Resource Center that will assist in growing and protecting their businesses

+Maximum sublimit available for privacy breach expense and defense of regulatory claims is \$1,000,000 (defense costs are inside the limit)

**Intellectual Property (IP) limits of liability equal E&O limits purchased subject to maximum IP limits of \$2,000,000 each claim/\$2,000,000 annual aggregate with defense costs included in IP limits.*





Technology Professional Liability

Claim Examples

- ▶ **Website Designer:** The insured is a website designer who also provides help with online marketing strategies for clients. One client is a children's video production company who wants a website that will provide online access to snippets of their new children's video series. The insured creates a website with three uniquely attired cartoon animals who prompt children through the website. Unbeknownst to the insured, these three animals bear an uncanny resemblance to characters in a recently published children's book. The publisher sues the television production company for copyright infringement, who in turn sue the insured.
- ▶ **Computer Consultant:** The insured specializes in consulting for growth oriented companies, primarily making recommendations for information management strategies. One of their customers is an insurance company which has just gone public. Half of the \$25,000,000 in proceeds from the offering paid for a brand new processing system recommended by the insured, which promises to enable the company to cut down on labor costs and be virtually paperless within two years of implementation. Also, the insurance company sold itself to Wall Street as being at the vanguard of technologically advanced and cost efficient insurance companies. The Insured oversees the project from beginning to end. At the end of two years, the company has had to make up for the system's many shortfalls by hiring additional consultants and programmers which has increased labor costs. In addition, paper usage has not been significantly reduced. Also, Wall Street has noticed the insurance company's increasing expense ratio, decreasing the value of the stock. In addition to suing the firm which developed the processing system, the insurance company sues the consultant for not performing due diligence in examining the suitability of the processing system in seeking damages totaling \$12,500,000.
- ▶ **Software Developer:** The insured develops custom software according to the needs of clients. One project involves writing an inventory tracking system for a national wholesale furniture distributor. The distributor depends on this software to determine how many reclining chairs to order from furniture makers. A purchasing agent for the distributor notices that, according to the inventory tracking system, 1000 green Armchair Quarterback brand recliners are needed to keep up with the nations wide demand, and he orders them at \$500 each. After half of these have been produced, the purchasing agent realizes that only 10 of these recliners have been sold in the past year. Further investigation reveals an error in the programming of the tracking system. Also, the furniture maker insists on payment for the armchairs already produced. The distributor sues the insured for the unrecoverable costs of \$250,000.
- ▶ **Data Processing Firm:** A pension plan administrator contracts with the insured to perform claim payment and check processing. Over the course of six months, the insured erroneously makes improper payment totaling \$150,000, leaving the plan underfunded. The pension plan administrator sues to recover the lost funds.
- ▶ **Computer System Designer:** The insured specializes in systems design for schools, including hardware assembly. Their work usually takes place after school hours, but the lateness of a project to equip a science laboratory with twenty PCs forces them to perform the project during school hours. The insured is finishing just as the seventh-grade students enter the classroom. Some wires are still exposed, and one student suffers a fall which causes them to hospitalized. The parents sue the school for the cost of the hospital bills and the school in turn sues the system designer.



Technology Professional Package

Errors and Omissions, General Liability and Property Coverage for Technology Firms

Why Do you need Errors and Omissions Coverage?

- ▶ Your clients can sue you for negligence in providing professional services, regardless of fault; Even frivolous lawsuits can incur significant defense costs
- ▶ General liability policies exclude professional services; errors and omissions insurance is the only way to protect your company
- ▶ Many professionals purchase professional liability coverage simply to fulfill a contract requirement, but real world risks can threaten the very existence of a business
- ▶ Programming errors, improper system installation/integration, and hardware maintenance are important areas of exposure for technology service providers
- ▶ Allegations of copyright infringement, transmission of a virus or unauthorized access to a client’s system due to your error can result in losses in excess of \$100,000. Can you afford to pay for your clients’ economic losses that result?

Why you should purchase USLI’s Technology Professional Liability Policy:

COVERAGE FEATURES	USLI	COMPETITORS
Defense outside the limit of liability		
*Intellectual property coverage		
*Malicious code coverage		
*Unauthorized access coverage		
Personal injury coverage		
A.M. Best rated A++ carrier		

**Broad Form must be purchased to include this coverage in the policy*



CARRIER:

Empty box for carrier information

Technology Professional Package Application – All States

PROFESSIONAL OFFICE PACKAGE FOR MICROTEK PAK, REAL ESTATE AND SPECIFIED PROFESSIONALS

This application is for a Claims Made policy. Please read your policy carefully. Defense costs shall be applied against the deductible (except in New York).

New York Disclosure Notice: Defense costs under the MicroTekPak Professional Liability are within the limits of liability until fifty percent of the limit of liability has been used up.

APPLICANT MAY QUALIFY FOR AN INSTANT QUOTE BY COMPLETING SECTION I BELOW. SECTION III ANSWERS WILL BE REQUIRED PRIOR TO BINDING AND ARE SUBJECT TO UNDERWRITING APPROVAL.

I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past five years. If there is loss history, please complete the entire application and submit details in a claim supplement.

Applicant's name (include DBA name): _____

Location address: _____

City: _____ State: _____ Zip code: _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

Web address: _____ E-mail address: _____ Phone: _____

Contact name: _____ E-mail address: _____ Phone: _____

Form of business: Individual Corporation Partnership LLC Other _____

Description of Operations:

Empty box for description of operations

What does your business do? Please check each one that applies. Select "Other" if your business description is not listed and write a short description of the services you provide.

- Cloud providers/application service providers/software as a service What percentage of receipts are derived from this? _____ %
- Consulting/training/project management/staffing
- Data or records storage/retrieval/back-up What percentage of receipts are derived from remote data back-up? _____ %
- Database administration
- Hardware evaluation/selection/maintenance
- Hardware manufacturing. What percentage of receipts are derived from this? _____ %
- Help desk
- Internet service provider, search engine or online publishing/sales
- Network or computer security. What percentage of receipts are derived from this? _____ %
- Software development/installation/sales. If developing packaged software, please provide number of licenses _____
- Systems, network, or audio visual evaluation/design/cabling/support
- Web design/development/hosting or search engine optimization
- Other services not listed: _____

Current annual domestic revenue (United States, its territories and Canada) \$ _____

Current annual foreign revenue (outside the United States, its territories and Canada) \$ _____

\$ _____ total revenue

Principals, partners, officers:

providing professional services: _____ + not providing services: _____ =Total principals: _____

Employees providing professional services (paid on W2):

Full-time: _____ + Part-time: _____ =Total employees: _____

Independent Contractors (paid on 1099):

exclusively working for applicant: _____ + all other: _____ =Total contractors: _____

What is the earliest date of continuous errors and omissions liability coverage? _____ Unknown No prior coverage
(Referred to as a Retroactive Date on the declarations page of your policy)

Additional Interests (AI = Additional insured, GL = General liability, E = Errors and Omissions, W = Waiver of Transfer of Rights of Recovery Against Others to Us”, P = Primary and Non-Contributory wording)

Name	Relationship/Interest	Address	City, State, Zip	AI	GL	E	W	P
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. LOSS INFORMATION

1. Have you initiated litigation against any of your clients in the past five years? Yes No
If “Yes,” advise how many times you have initiated litigation in the past five years along with details for each.
2. For errors and omissions, general liability and/or property, in the last five years, has any claim been made or suit brought against the insured, its predecessor(s) in business or any of its present or former owners, partners, officers, directors, employees or independent contractors? Yes No
If “Yes,” please provide details on a separate supplemental claim application
3. Is any owner, partner, director, employee or independent contractor aware of any circumstance, allegation, contention or incident which may result in a claim being made against the insured, its predecessor(s) in business or any of its present or former partners, owners, officers, directors or independent contractors? Yes No
If “Yes,” please provide details on a separate supplemental claim application

IV. ELIGIBILITY CRITERIA

4. Please indicate the percentage of your services that affect or enable any of the following: None
 - Credit card or other payment card transactions including POS systems _____ %
 - Fund transfers, financial transactions, equity trading or loan fulfillment: _____ %
 - Video game development (provide title and style of games): _____ %
 - Lottery, sweepstakes, gaming, online casino or other games of chance: _____ %
 - Firmware or embedded software: _____ %
 - Mechanical, electrical, chemical, civil or architectural design or engineering: _____ %
 - Robotics or process control of industrial equipment including HVAC systems or CAD/CAM design or control: _____ %
 - Physical security system installation or monitoring (including but not limited to burglar/fire alarms and camera systems): _____ %
 - Global Positioning System (GPS), Geographic Information System (GIS), navigation systems development, maintenance or support: _____ %
 - Aircraft, air-ground equipment, military defense and/or weaponry of any kind including classified information: _____ %
 - Medical, dental or healthcare diagnosis, monitoring or treatment _____ %
 - Management or use of health or medical information including electronic records _____ %
 - Pharmaceutical formulation, production or prescriptions including clinical data: _____ %
 - 911 or other emergency response and/or dispatch: _____ %
 - Energy, power plant, utility or pollution monitoring, supply or distribution: _____ %
5. Does the applicant provide government regulation compliance services? Yes No
If “Yes,” please list applicable regulations. _____

V. DATA BREACH EXPENSE AND REGULATORY DEFENSE

6. Does the Applicant provide services to hospitals? Yes No
7. Does the Applicant maintain personal information* on individuals other than Applicant’s employees? Yes No
**Personal information means information concerning an individual that is considered non-public information including but not limited to health, financial or medical information including electronic medical records, social security numbers, financial or bank account information, driver license numbers, credit card numbers and e-mail addresses.*

8. Please select the security measures below used by Applicant to protect personal information. By signing this application, the Applicant represents that (1) the security measures selected below are fully operational and functional as of the date this Application is signed and (2) the Applicant will maintain the operation and functionality of the security measures selected below throughout the term(s) of the policy and any renewals thereof

- | | |
|---|---|
| <input type="checkbox"/> Encryption of all personal information on your network | <input type="checkbox"/> Written security policy addressing the use, storage and disclosure of personal information reviewed regularly by an attorney and signed by all employees |
| <input type="checkbox"/> Encryption of e-mail with personal information | <input type="checkbox"/> Procedures to regularly purge data containing personal information from internet-connected systems |
| <input type="checkbox"/> Encryption of all mobile devices, laptops and portable media which contain personal information | <input type="checkbox"/> Secure password protection for all employees including: |
| <input type="checkbox"/> Encryption of Back-up Storage Devices | <input type="checkbox"/> Contains non-alphanumeric characters |
| <input type="checkbox"/> Commercially available firewall protection systems | <input type="checkbox"/> At least 8 characters long |
| <input type="checkbox"/> Anti-virus software on all internet accessible devices, mail servers, desktops, and laptops | <input type="checkbox"/> Does not contain login name or user's birthdate |
| <input type="checkbox"/> Intrusion detection software | <input type="checkbox"/> Contains a variation of capital and lower case letters |
| <input type="checkbox"/> Regular implementation of hardware and software security updates and patches | <input type="checkbox"/> Deactivation of passwords of terminated employees |
| <input type="checkbox"/> Server equipment physically located in secured access area | <input type="checkbox"/> Permanent removal of personal information no longer required from hard drives and storage media prior to discard or sale |
| <input type="checkbox"/> Asset management program or access lists to track permissions for hardware and software | <input type="checkbox"/> Paper records shredded prior to disposal |
| <input type="checkbox"/> Regular backup of all computers, including all mobile devices, laptops and portable media, to a server | <input type="checkbox"/> Require third party providers to have minimum security measures for the use, storage and disclosure of personal information shared between them and the applicant |
| | <input type="checkbox"/> Contracts with third party providers provide for indemnification of the Applicant for the unauthorized use or disclosure of stored personal information on their network |

For any security measure NOT checked above, explain (1) why the Applicant does not use the measure or (2) whether the Applicant uses alternative measures that provide equal or better protection.

9. Have any regulatory, governmental or administrative action(s) been brought against the Applicant involving the use or disclosure of personal information? Yes No
10. Is the applicant aware of any data breach that has or may result in unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? Yes No
11. Has the Applicant received or is it aware of any complaint, notice or claim involving a data breach resulting in the unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? Yes No
12. If the applicant provides services that are involved in credit card or other payment card transactions, is the applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)? Yes No
- If "No," please explain: _____

VI. HIRED & NON-OWNED AUTO LIABILITY Not Applicable

13. Does organization have a commercial automobile policy in place? Yes No
14. Does organization own any autos or lease any autos in excess of 30 days? Yes No
15. Do you provide any offsite "at home" or "at office" computer repair or other related computer services, e.g. "Geek Squad"? Yes No
16. Maximum number of days in a given year the applicant, including their partners and their employees rents a vehicle for business purposes _____
17. Please indicate the number of employees using their personal automobiles for business purposes, ie. going to clients offices: _____
18. Do any of these employees visit more than one client per day on a regular basis? Yes No
- If "Yes," please explain: _____

VII. PROPERTY INFORMATION

19. Business personal property limit \$ _____ Business income/extra expense limit \$ _____
20. Age of building where you are located _____
21. What type of burglar alarm is on the premises? Central station Local None
22. Is the premises residential or commercial? Residential Commercial
23. Are there functioning and operational smoke and/or heat detectors? Yes No

VIII. ADDITIONAL APPLICANT INFORMATION

24. What year did the business start? _____ Provide years of experience: _____

25. Please provide all industry-specific certifications or designations

Designation	Title	Description/Purpose
_____	_____	_____
_____	_____	_____

26. Please list any involvement in professional trade associations/groups

Name of Group	Purpose	Position(s) Held
_____	_____	_____

27. How often do you use written contracts:
- a. With guarantee/warranty wording Always Sometimes Never
 - b. With heightened standard of care terms (such as “best services”, “best practices” etc.) Always Sometimes Never
 - c. With indemnification clause in favor of you (applicant) Always Sometimes Never
 - d. With wording for project phasing (such as sign-off on milestones, payment terms, etc.) Always Sometimes Never
 - e. With limitation of damages clauses (dollar value, no consequential damages, exculpatory and/or no damages for delay) Always Sometimes Never
 - f. With a formal change order process with sign-off by both parties Always Sometimes Never

29. Do you have any subsidiaries? Yes No

If “Yes,” please list and confirm if coverage is desired for them: _____

Prior Carrier Information: No prior coverage

Carrier Name	Limit	Policy Period	Retroactive Date	Premium	Deductible
	\$			\$	\$
	\$			\$	\$

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and 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.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: 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.

Kansas Fraud Statement: Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: 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 Fraud Statement: 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 Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio Fraud Statement: 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 Fraud Statement: 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 Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania Fraud Statement: 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.

Tennessee, Virginia and Washington Fraud Statement: 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.

Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

New York Disclosure Notice: This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extended reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

Missouri and Rhode Island Disclosure Notice: I understand and acknowledge that if a \$100,000 or \$250,000 Limit of Liability is chosen or if the Insured Organization has more than 200 employees, that Defense Costs are a part of the Limit of Liability. This means that Defense Costs will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further legal Defense Costs and Damages. Defense Costs are as defined in Section III. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

Virginia Notice: This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a Policy be issued and it will be attached and become a part of the Policy.

New York Fraud Statement: 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.

Applicant's signature: _____ Title: _____
President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____

I acknowledge that the information provided in this application is material to acceptance of the risk and the issuance of the requested policy by Company. I represent that the information provided in this application is true and correct in all matters. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date of this Application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in the Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.