

CONFIDENTIAL APPLICATION FOR CNA NETPROTECT ESSENTIALSM ELECTRONIC RISK INSURANCE

THIS APPLICATION IS NEITHER AN OFFERING NOR A BINDER OF COVERAGE. ALSO, YOUR COMPLETION OF THIS APPLICATION DOES NOT OBLIGATE THE COMPANY TO OFFER COVERAGE TO YOU.

THE POLICY YOU ARE APPLYING FOR IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES.

DEFENSE COSTS, AS WELL AS ANY DAMAGES AS REFERENCED IN EACH APPLICABLE COVERAGE PART, REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY WITH YOUR INSURANCE AGENT OR BROKER.

Company Name			
Company Address			
Website			
Company Contact Name		Title	
Phone		e-mail	
Name of Agency or Broker		Agent	
Phone		e-mail	
Agency Address			

Applicant General Information:

Number of years in business			
In what state are you located?			
What is your annual gross revenue (in \$)			
Current Year?		Next Year?	
What industry most closely describes your business?			
Billing Type:	<input type="checkbox"/> Agency Bill:	Billing Plan:	<input type="checkbox"/> Prepaid
	<input type="checkbox"/> Direct Bill:		<input type="checkbox"/> 25% down and 9 installments
			<input type="checkbox"/> 33% down and 3 installments
			<input type="checkbox"/> Semiannual – 60% down
Desired effective date?			
Expiration date (One year default)			
<p>If you already have this or similar coverage in place you may be eligible for Prior Acts coverage. If you would like prior acts coverage please specify the desired retroactive date. Refer to Underwriting for approval.</p>			
Inception date of your first Cyber Policy			
Desired Retroactive date			
		Note: cannot be earlier than the inception date of the first policy you purchased	

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

Limit	Deductible (check one only)	Regulatory Expense Sub-limit (no deductible)
<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000	\$5,000
<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$7,500	\$10,000
<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$15,000	\$15,000
<input type="checkbox"/> \$750,000	<input type="checkbox"/> \$10,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> \$25,000	\$20,000
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$15,000 <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000	\$25,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000	\$25,000

(Note: not all limits available in all states)

APPLICANT REPRESENTATION

Applicant hereby declares, after inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.
- 8) Applicant has answered "yes" to all risk control questions included the application and agrees to continuously implement these controls throughout the policy period.
- 9) Applicant has read the list of prohibited activities accompanying this application and that applicant's business does not involve any listed prohibited activity.

FRAUD NOTICE - Where Applicable Under The Law of Your State

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and 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: _____

Applicant's Printed Name: _____

Title: _____

Date: _____

Insurance Agent Signature: _____

Date: _____

CNA NETPROTECT ESSENTIALSM LIST OF PROHIBITED ACTIVITIES

a) Activities involving: adult or "mature" content, gambling and online or interstate sales of alcohol, tobacco products, firearms or weaponry.
b) Collecting or retaining others' Social Security Numbers for any purpose other than for i) tax reporting to governmental authorities, ii) administration of benefits plans or related individual benefits, or iii) providing financial services or insurance to your clients.
c) Retaining credit card information after settlement of any related credit card transaction unless applicant encrypts it for storage or masks all but the last 4 digits of the credit card number.
d) In conjunction with a credit card transaction; the recording of any personally identifiable information (phone number, address etc.) other than the information appearing on the card unless: 1) the information is required for shipping, delivery, servicing or installation, 2) the transaction is for a security deposit or 3) the transaction is for a cash advance.
e) Soliciting or collecting private information on minors without consent of parent or legal guardian, including "Non-public Personal Information".
f) Delivering unsolicited content or material to others that could be construed as "spam" or something similar (including "pop-ups").
g) Distributing or installing software or other executable files on others' computers or networks without their written permission (installs that could be construed as spyware, adware or something similar).
h) Sale of private information to others.

I accept these terms Y N