

Technology Professional Package Application – All States

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: _____ Email: _____ Phone: _____ Contact name: _____

Form of business: Individual Corporation Partnership LLC Other _____

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? _____ %
- Custom Software: development/implementation/training/configuration/integration
- Video game development
- Technology consulting/training/project manager
- IT staffing
- Data or records storage/retrieval/back-up
- Data administration/migration/analytics
- Electronics recycling/refurbishing
- Manufacturing or white labeling of any tangible technology product
- Smart phone/Computer repair
- Managed Service Provider
- Computer forensics/eDiscovery
- Audio visual design/installation/consultant
- Telecommunications consultant (including VOIP services)
- Internet/Cable service provider or installation
- Network or computer security consulting
- Systems or network design/administrator/integration/support/installation (not managed services)
- Web Services: design/development/hosting or search engine optimization
- Digital marketing/advertising
- Online Publisher/Blogger/Animation/Video Production
- 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)

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

II. ADDITIONAL INSURED INFORMATION

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"/>

III. LOSS INFORMATION

- 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.
- In the last five years, has any claim been made or suit brought against the applicant, 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.
- 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 applicant, 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.
- Have any regulatory, governmental or administrative action(s) been brought against the applicant involving the use or disclosure of personal information? Yes No
- Is any owner, partner, director, employee or independent contractor aware of any data breach or security breach (including a ransomware incident) that has or may result in unauthorized use or disclosure of personal information held by the applicant or held by a third party on behalf of the applicant? Yes No
- Has the applicant received or is it aware of any complaint, notice or claim involving a data breach (including a ransomware incident) resulting in the unauthorized use or disclosure of personal information held by the applicant or held by a third party on behalf of the applicant? Yes No
- In the past five years, has there been an unplanned outage of or unplanned inability to access the applicant's network, computer systems, email or web applications lasting more than eight hours? Yes No

IV. ELIGIBILITY CRITERIA

- Please indicate if your services, applications or software affect, enable or involve any of the following:
 - Fund transfers, financial transactions, equity/stock trading, loan fulfillment, cryptocurrency or NFTs. Yes No
 - Lottery, sweepstakes, gaming, online casino or coupon redemption Yes No
 - Radio frequency ID systems or embedded systems Yes No
 - Robotics or process control of industrial equipment including SCADA and Manufacturing Execution Systems Yes No
 - CAD/CAM or 3-D rendering, including 3-D printing Yes No
 - Physical security system installation or monitoring (burglar/fire alarms, access control and CCTV systems) Yes No
 - Geographic Information System (GIS), navigation systems, telematics, or transportation Yes No
 - Aircraft, air-ground equipment, military defense and/or weaponry of any kind including homeland security Yes No
 - 911 or other emergency response and/or dispatch Yes No
 - Energy, power plant, utility or pollution monitoring, supply or distribution Yes No
 - Social networking Yes No
 - Gig economy/Referral service Yes No
 - Mechanical, electrical, chemical, civil or architectural design or engineering Yes No
 - Voting, voter registration or election results Yes No
- Does the applicant provide government regulation compliance services? Yes No
 If "Yes," please list applicable regulations: _____

10. Is the applicant a construction project manager, general contractor or licensed electrician? Yes No
11. Does the applicant provide services that involve cell tower site selection, underground cabling or outdoor distributed antenna systems? Yes No
12. Do you have medical or pharmaceutical clients, or do you provide medical, health care, or wellness related services or software? Yes No
- If "Yes," please provide the percentage of your services or software that affect or enable any of the following:
- Medical or health care diagnosis, monitoring or treatment _____%
- Management, training, implementation, storing of electronic medical records _____%
- Pharmaceutical formulation, production or prescriptions including clinical data _____%
- Work for hospitals _____%
- Other health care or wellness related services (please explain below) _____%

If you are considered a business associate under HIPAA, do you have agreements in place with all clients and follow all other HIPAA requirements? N/A Yes No

V. MEDIA LIABILITY

13. Are written releases obtained with respect to creative material or talent from employees, models, freelancers, photographers, writers, composers, artists, illustrators, musicians and actors? Yes No
14. Is sign off by clients obtained for media materials or advertisements prior to use? Yes No
15. Does the applicant have a procedure in place for responding to allegations that content created, displayed, or published by the applicant is libelous, infringing, or in violation of a third party's privacy rights? Yes No

VI. PRIVACY AND NETWORK SECURITY

16. Does the applicant collect, store, or transmit Personally Identifiable Information or sensitive personal information in electronic or non-electronic form? Yes No

Personally Identifiable 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, biometric information, and user names and passwords.

Sensitive Personal Information means any information that could be deemed sensitive in nature such as sexual orientation, religious affiliation, ethnic origin, geolocation, etc.

- a. If "Yes," how many records in total? _____
- b. If "Yes," please provide details regarding the type of personal information: _____
- c. If "Yes," what percentage of this information is of minors? _____

17. Does the applicant buy, rent, share or sell Personally Identifiable or Sensitive Personal Information? Yes No
18. Does the applicant regularly provide cyber security awareness training to their employees? Yes No
19. Does the applicant change default passwords on all hardware and software products? Yes No
20. Are back-ups stored offsite and off network? Yes No
21. Does the applicant proactively address system vulnerabilities, including regularly updating operating systems, anti-virus, endpoint protection and other critical security patches? Yes No
22. Does applicant block unnecessary outbound connections from their network? Yes No
23. Does the applicant have a disaster recovery and business continuity plan in place that is designed to avoid business interruption due to IT systems failure? Yes No
- a. If "Yes," is this plan regularly tested and updated? Yes No
- b. If "Yes," how long does it take the applicant to fully restore their systems? _____
24. Do you use endpoint protection across your business? Yes No
25. Does the applicant store or have access to or knowledge of client passwords? Yes No
26. Multi-factor Authentication (MFA):
- a. If the applicant provides managed services, are each client's master password in any multi-tenant system unique to that client and not re-used? N/A Yes No
- b. Is multi-factor authentication enabled on email, web applications, and non-corporate devices? N/A Yes No
- c. Does the applicant require multi-factor authentication for all remote access to the network provided to employees, contractors, or any other third party? N/A Yes No
- d. Is multi-factor authentication enabled on remote access, management and monitoring tools? N/A Yes No
- e. Does the applicant keep multi-factor authentication enabled on clients' systems when working in their environment? N/A Yes No

If "N/A" or "no" for any of the above, please provide details: _____

VII. HIRED AND NON-OWNED AUTO LIABILITY N/A

- 27. Does the organization have a commercial automobile policy in place? Yes No
- 28. Does the organization own any autos or lease any autos in excess of 30 days? Yes No
- 29. Maximum number of days in a given year the applicant, including their partners and their employees, rents a vehicle for business purposes: _____
- 30. Please indicate the number of employees using their personal automobiles for business purposes (e.g., visiting clients' offices): _____

VIII. PROPERTY INFORMATION

- 31. Business personal property limit \$ _____ Business income/Extra expense limit \$ _____
- 32. Do you have property anywhere else that needs to be scheduled, such as a server located away from the office? Yes No
 - a. If "Yes," please provide location address: _____
 - b. If "Yes," please provide location property limit: _____

IX. ADDITIONAL APPLICANT INFORMATION

- 33. What year did the business start? _____ Provide years of experience: _____
- 34. Please provide all industry-specific certifications or designations

Designation	Title	Description/Purpose
_____	_____	_____
_____	_____	_____

- 35. Please list any involvement in professional trade associations/groups

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

- 36. Does the applicant have any subsidiaries? Yes No
 - a. If "Yes," name(s) of any subsidiaries: _____
 - b. If "Yes," are all subsidiaries' revenue and services disclosed on this application? Yes No
- 37. Is the applicant controlled, owned, affiliated or associated with any other firm, corporation or company? Yes No
- 38. Is any director, officer or partner either affiliated with, employed by or associated with any other firm, corporation or company? Yes No

If "Yes," to either question 36 or 37, please provide name(s) and relationship(s).

- Name: _____ Relationship: _____
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____

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.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state 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 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 facilitating 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.

South Carolina: THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 120 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 120 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

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: _____
Principal, Partner, or Officer of the Firm

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.