

Application for NetProtect 360[®] Information Risk Insurance (for General Industry)



We can show you more.®

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 AND REPORTED POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM BOTH FIRST MADE AGAINST THE INSURED 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 BROKER.

1. **Company Name:** _____
2. **Company Address:** _____
3. **Website:** _____
4. **Company Contact Name:** _____ **Title:** _____
Phone: _____ **E-mail:** _____
5. **Name of Brokerage:** _____ **Broker:** _____
Phone: _____ **E-mail:** _____
Brokerage Address: _____

Applicant General Information

6. **Number of years in business:** _____
7. **In what province are you located:** _____
8. **What is your annual gross revenue (in \$)?** _____ **Current year? \$** _____ **Next year? \$** _____
9. **How many customers do you have?** **Consumer:** _____ **Corporate:** _____
10. **For how many individuals do you maintain records containing private information?** _____
11. **What is the maximum number of private records stored in any one location?** _____
For example, on one laptop? Disk? Server? In off-site storage?
12. **What industry most closely describes your business?** _____

13. **Desired effective date?** _____

Effective date should not be earlier than today.

Expiration date? _____
 (One year default)

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.

Inception date of your first Cyber Policy: _____

Desired retroactive date: _____

Note: Cannot be earlier than the inception date of the first policy you purchased.

14. **How much coverage would you like? Please indicate policy limit, deductible and for each coverage check "Yes" to include. Check "No" if not desired.**

Policy Agg. Limit: \$ _____

Deductible: \$ _____

YES NO

3rd Party Coverage

- Privacy Injury
- Network Security
- Regulatory Proceeding
- PR Expense
- Content Injury
- Professional Liability

First Party Coverage

- Extortion
- Network loss/Damage
- Business Interruption (BI) and Extra Expense (EE)
- Extra Expense – without BI
- Emergency Response Fund – without BI or EE
- Basic e-Theft

15. Please describe your outsourced services:

	Hosting	Financial Services and Payments	Billing or payment service	Back-up and Data Recovery	Shredding and Data Destruction	Records management or archive service	ISP
Enter Vendor name(s) below							
Predominant vendor							
Other vendor used							

Please list and describe any other 3rd parties to whom you entrust sensitive information or on whom you rely to operate your network:

YES NO

16. Do you provide any technology based services for a fee?

If yes please describe your service and customers here:

17. Would you also like quotes for other Property/Casualty or other coverage lines?

18. Have you answered all of the Risk Control Questions starting on page 8 in this application?

your revenue is:

- You must answer questions 1 through 19 (yellow highlighted items) if
- You must answer questions 20 through 22 (highlighted in beige) if
- You must answer questions 23 and 24 (highlighted in green) if

- under \$20 MM
- over \$20 MM and under \$100 MM
- over \$100 MM

19. If you are applying for Content Injury coverage did you answer all the content injury questions in this application?

20. Do you agree not to engage in any of the activities identified in the Prohibited Activities section of this application?

Applicant's History

21. First Party Loss History

In the past five years have you experienced any of the following involving your network:

- a) been a victim of an extortion attempt or demand?
- b) sustained a breach of security?
- c) been unable to recover sensitive information entrusted to employees, directors, officers, contractors or consultants?
- d) sustained a loss that resulted in 1) electronic theft of your money, securities, goods, services or intangible property, 2) loss or damage to your network or data or 3) an interruption of your income?

If yes, how many times in the past five years? _____

22. If "Yes" to any of the above, please provide a description of each event below, including 1) how it occurred; 2) what was compromised; 3) any resulting harm you suffered; 4) how you responded; and 5) any measures you have undertaken to mitigate the risk of similar events in the future.

23. Have you filed any claims under any predecessor policy for first party coverage similar to the coverage for which you are applying?

If yes, how many in the past five years? _____

24. **AND** please describe below:

Liability Coverage Claims and Complaints History

25. Have you received any complaints, claims or been subject to litigation involving matters of content injury, privacy injury, identity theft, Denial of Service attacks, computer virus infections, theft of others' information, damage to others networks or others' ability to rely on your network or similar?

If yes, how many in the past five years? _____

26. Have you filed any claims under any predecessor policy for liability coverage similar to the coverage for which you are applying?

If you answered yes to either of the two items above, please provide details below.

Knowledge of Conditions Precipitating Claims or Complaints

YES

NO

Are any individuals or organizations to be insured under this policy responsible for, or aware of, any prior incident, circumstance, event, complaint or litigation that could reasonably give rise to a claim under this policy?

NOTE:

- a) If you answered "Yes" to either of the above questions in this section, please use the space below or provide a separate attachment to describe the date, location, nature, circumstance, loss and any subsequent preventative measures taken by you in association with the incident.

- b) It is agreed by all concerned that if any of the individuals or organizations proposed for coverage under this policy is responsible for or has knowledge of any incident, circumstance, event or litigation which could reasonably give rise to a claim, whether or not described above, any claim subsequently emanating there from shall be excluded from coverage.

Warranty

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.

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant or any Subsidiary or Predecessor Firm listed in this application. Application must be signed by duly authorized partner, officer or director of the Applicant.

Applicant's
Signature: _____

Insurance
Broker
Signature: _____

Applicant's
Printed Name: _____

Date: _____

Title: _____

Date: _____

FRAUD NOTICE – Where Applicable Under The Law of Your Province

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.

CNA NetProtect List of Prohibited Activities

We agree not to engage in any of the following activities:

- a) Activities involving: adult or "mature" content, gambling and online or interstate sales of alcohol, tobacco products, firearms or weaponry.
- b) Retail securities transactions with consumers or small businesses (e.g. day trading) unless: 1) they are incidental to applicant's other consumer or small business oriented financial services such as banking, and 2) they are governed by a trading agreement or similar contract that disclaims all of applicant's responsibility or liability for failed transactions.
- c) Collecting or retaining others' Social Insurance 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.
- d) Retaining credit card information after settlement of any related credit card transaction unless applicant encrypts it for storage or masks all but the last four digits of the credit card number.
- e) 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.
- f) Printing any credit card information at point of sale other than either the last four digits of a customer credit card number or their credit card expiration date but not both.
- g) Sale of anyone's private or confidential information without their written permission.
- h) Soliciting or collecting private information on minors without consent of parent or legal guardian, including **"Non-public Personal Information"**.
- i) Delivering unsolicited content or material to others that could be construed as "spam" or something similar (including "pop-ups").
- j) Employing techniques to redirect others web searches away from their desired destination and to a URL or URI of your choice (e.g. hijack web searches or similar)?
- k) Distributing or installing software or other executable files on others' computers or networks without their written permission (installs that could be construed as spy-ware, ad-ware or something similar).
- l) Re-use private or confidential information for any purpose other than the original purpose for which it was collected as stated in your privacy policy.

I accept these Terms

I decline these Terms

NetProtect 360® Risk Control Self Assessment

	YES	NO	NA
1. Do you enforce a company policy governing security, privacy and acceptable use of company property that must be followed by anyone who accesses your network or sensitive information in your care?			
2. Do you prominently disclose your privacy policy and always honour it?			
3. Do you implement virus controls and filtering on all systems?			
4. Do you check for security patches to your systems at least weekly and implement them within 30 days?			
5. Do you replace factory default settings to ensure your information security systems are securely configured?			
6. Do you re-assess your exposure to information security and privacy threats at least yearly, and enhance your risk controls in response to changes?			
7. Do you authenticate and encrypt all remote access to your network and require all such access to be from systems at least as secure as your own? Check NA ONLY if you do not allow remote access to your systems.			
8. Do you physically and electronically limit access to sensitive information on a need to know basis and revoke access privileges upon a reduction in an individual's need to know?			
9. Do you enforce a "clean desk" policy in which sensitive information must not be accessible or visible when left unattended?			
10. Do you enforce a "clear screen" policy that includes clearing computer screens and requiring user logon and password authentication to re-access the device after a period of inactivity?			
11. Do you outsource your information security management to a qualified firm specializing in security or have staff responsible for and trained in information security?			
12. Whenever you entrust sensitive information to 3 rd parties do you (you should check NA ONLY if you never entrust sensitive information to 3 rd parties):			
a. contractually require all such 3 rd parties to protect this information with safeguards at least as good as your own			
b. perform due diligence on each such 3 rd party to ensure that their safeguards for protecting sensitive information meet your standards (e.g. conduct security/privacy audits or review findings of independent security/privacy auditors)			
c. audit all such 3 rd parties at least once per year to ensure that they continuously satisfy your standards for safeguarding sensitive information?			
d. contractually require them to defend and indemnify you if they contribute to a confidentiality or privacy breach			
e. require them to either have sufficient liquid assets or maintain enough insurance to cover their liability arising from a breach of privacy or confidentiality			

		YES	NO	NA
13.	Do you have a way to detect unauthorized access or attempts to access sensitive information?			
14.	Do you retain Non-public Personal Information and others' sensitive information only for as long as needed and when no longer needed irreversibly erase or destroy same using a technique that leaves no residual information?			
15.	Do you know what sensitive or private information is in your custody along with whose info it is, where it is and how to contact individuals if their information is breached?			
16.	At least once a year, do you provide security awareness training for everyone who accesses your network or sensitive information in your care?			
17.	On your wireless networks; do you use security at least as strong as WPA authentication and encryption, and do you require two factor authentication (e.g. Some combination of VPN or Access token, and password/account logon) before allowing wireless connections to your network? (answer NA ONLY if you do not use wireless networks).			
18.	When transporting devices that contain sensitive information, do you always either: <ul style="list-style-type: none"> 1) encrypt the information on the device or 2) ensure that the device is always under the direct physical control of an individual who has authorized access to the stored information (i.e. device is never left unattended anywhere). Check NA ONLY if you never allow devices containing sensitive information to be removed from your premises. 			
19.	Similar to item 18 above, when transporting sensitive written records, do you ensure that the records are always under the direct physical control of an individual who has authorized access to the record (i.e., record is never left unattended anywhere). Check NA ONLY if you never allow sensitive records to be removed from your premises.			
20.	On your website, do you prominently display disclaimers and warnings on 3 rd party privacy policies which may differ from your own wherever you provide links to such third party sites? Check NA if you do not link to 3 rd party sites.			
21.	Do you back-up your network data and configuration files daily and store back-up files in a secure location, and rehearse your procedure for restoring from back-ups at least yearly?			
22.	Do you have a written procedure that you rehearse at least yearly to ensure that you are proficient in responding to and recovering from network disruptions, intrusions, data loss and breaches of the following types: <ul style="list-style-type: none"> a. network attacks and incidents (including: malicious code, hacking, spy-ware) b. privacy/confidentiality breaches c. Denial of Service attacks 			
23.	Do you control and track all changes to your network to ensure that it remains secure?			
24.	Do you disallow all development activity (e.g. programming) and tools (e.g. compilers, linkers, assemblers and other development tools) on your production network?			

Content Injury Questionnaire

Your Content and Publishing Activity and Controls

1. How often do you update your website content?

Daily Weekly Monthly Other (Specify)

2. How often do you review your website content?

Daily Weekly Monthly Other (Specify)

3. Who reviews your website prior to public launch of new content or features to preclude claims for: libel, slander, privacy invasion (including false light), violation of privacy law or regulation, and Intellectual Property rights infringement?

No Review Counsel Compliance Marketing Security Other (Specify)

- | | YES | NO | NA |
|---|-----|----|----|
| 4. Do you use others' trademarks, brands or other proprietary information in meta-tags used to assist or control your web site positioning or description in search engine responses? | | | |
| 5. Do you "frame" others' site content? | | | |
| 6. Do you "deep link" to others' content? | | | |
| 7. Do you display terms of use for your website? | | | |
| 8. Do you record and retain visitor acceptance of these terms before access is granted? | | | |
| 9. Do you provide chat rooms, forums, blogs or similar services involving the exchange of others' content? (If no you may answer NA for the next five questions) | | | |
| a. Do you display warnings and advisories for unmonitored forums? | | | |
| b. Do you monitor related content for offensive, harassing, infringing or other undesirable material? | | | |
| c. Do you monitor activity for suspicious or potentially predatory behavior? | | | |
| d. Do you reserve the right to "take down" or censor any content you deem undesirable, that violates your acceptable use policy, or that might increase your liability exposure? | | | |
| e. Do you promise to "take down" or censor such content as described in the preceding question? | | | |

- | | YES | NO | NA |
|--|-----|----|----|
| 10. Do you filter, reject or censor content elsewhere on your network (e.g. offensive material, content that violates your site's policy)? | | | |
| 11. Do you provide any advice via your web site? | | | |
| Paid advice: | | | |
| Free advice: | | | |
| 12. Do you display disclaimers (e.g. no warranty on accuracy, quality, reliability, fitness for purpose, "use at your own risk") for: | | | |
| advice provided via your website? | | | |
| other website content/information? | | | |
| content provided by others or on sites to which you link? | | | |
| 13. Does your website link to other sites? | | | |
| a. For each site to which you link do you comply with that site owner's published policy governing acceptable linking to and use of their site? | | | |
| b. If not have you obtained written permission to link to these sites? | | | |
| 14. Do you use the works of content from others in your website or other electronic media publications? | | | |
| a. If "Yes" have you obtained written permission or rights to use content obtained from 3 rd parties? | | | |
| b. Do you credit authors for portions of their works included in your content? | | | |
| 15. Do you perform clearance checks on or register YOUR marks and brands displayed on your website to ensure that they are non-interfering? | | | |
| a. If not, have your marks and brands been in use for more than five years? | | | |
| b. Has your use of them either not been challenged? | | | |
| 16. Do you obtain written permission or rights to use or display the marks, brands, work or content of others? | | | |