

NOTICE: THIS APPLICATION IS FOR CLAIMS-MADE AND REPORTED COVERAGE. READ THE ENTIRE APPLICATION CAREFULLY.

I. APPLICANT INFORMATION

Name of Applicant: _____
(Include names of all subsidiary or affiliated companies to be insured, or attach separate sheet, if necessary)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Corporate Website Address: _____

II. COVERAGE REQUESTED

Requested Effective Date: _____

III. YOUR BUSINESS

1. Current or prospective FLMIC insured? Yes No
2. FLMIC policy number (if available): _____
3. Nature of business: _____
4. Total annual revenues (indicate complete number, e.g., \$1,000,000): _____
5. Estimate total number of customer and/or employee records stored by you or by third parties on your behalf, either electronically or in physical files.
 0-100,000
 100,001-250,000
 250,001-500,000
 Over 500,000
 I don't know
6. Does the Applicant use anti-virus software and a securely configured firewall to protect its network? Yes No
7. Does the Applicant utilize a cloud provider to store data? Yes No

If "Yes", please name the cloud provider: _____

If the Applicant utilizes more than one cloud provider to store data, please name the cloud provider storing the largest quantity of customer and/or employee records, including medical records, personal health information, social security numbers, bank account details, and credit card numbers.

For Question 8, if the answer is "No", PCI DSS Liability coverage will not be available.

8. Are you (or your credit card point of sale vendor, if applicable) PCI-DSS Compliant? Yes No

IV. LOSS HISTORY

If the answer to any of questions 9-10 is "YES", please provide specific details on a separate page.

9. In the past 3 years, has the Applicant or any other person or organization proposed for this insurance:
- a) Received any complaints or demand letters, or been the subject of any litigation, government action or investigation, or other regulatory or legal proceedings involving matters of privacy injury, breach of private information, violation of privacy law, network security, identity theft, denial of service attacks, computer virus infections, theft or loss of confidential information, damage to third party networks, or the ability of third parties to rely on the Applicant's network? Yes No
 Yes No
 Yes No
 - b) Sustained any unscheduled network outage or interruption for any reason?
 - c) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud?
10. Does the Applicant or any other person or organization proposed for this insurance have knowledge of any security breach, privacy breach or other privacy-related event or incident, cyber extortion demand or threat, or allegations of breach of privacy? Yes No

V. ACKNOWLEDGEMENTS AND REPRESENTATIONS

1. The undersigned represents that the statements, representations and information contained herein, or attached to this Application, are true and complete, and that reasonable efforts have been made to obtain sufficient information to facilitate the proper and accurate completion of this Application.
2. The undersigned acknowledges that the signing of this Application does not bind the undersigned to complete the insurance. The undersigned further acknowledges that the statements, representations, and information contained herein, or submitted with this Application (which shall be retained on file by the Underwriters and shall be deemed attached hereto, as if physically attached hereto), are material to the risk assumed by the insurer; that any policy will have been issued in reliance upon the truth thereof; and that this Application and all written statements and materials furnished to the Insurer in conjunction with this Application shall be deemed incorporated into and made a part of the policy, should a policy be issued.
3. Underwriters hereby are authorized to make any investigation and inquiry in connection with this Application as they may deem necessary.
4. The undersigned acknowledges and agrees that if the information supplied on this Application, or in any attachments, changes between the date of the Application and the effective date of the policy period, the Applicant will immediately notify the Underwriters of such change, and the Underwriters may withdraw or modify any outstanding quotations and/or agreement to bind the insurance.
5. For purposes of creating a binding contract of insurance by this Application, or in determining the rights and obligations under such a contract in any court of law, the parties acknowledge that a signature reproduced by either facsimile or photocopy shall have the same force and effect as an original signature, and that the original and any such copies shall be deemed one and the same document.

Signed: _____ Print Name: _____
Must be signed by an authorized officer, partner or principal of the Applicant

Title: _____ Date (Mo/Day/Yr): _____

Applicant Organization: _____

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE – E1856J-1117

COVERAGE FOR ACTS OF TERRORISM IS ALREADY INCLUDED IN THE POLICY (INCLUDING ANY QUOTATION FOR INSURANCE) TO WHICH THIS NOTICE APPLIES. YOU SHOULD KNOW THAT, UNDER THE POLICY, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER PROVIDING THE COVERAGE. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY, IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY AND THE ATTORNEY GENERAL OF THE UNITED STATES, TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF AN AIR CARRIER OR VESSEL OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS, AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION. THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PORTION OF YOUR ANNUAL PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR CERTIFIED ACTS OF TERRORISM AS DEFINED IN THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, IS 1%.



On behalf of certain underwriters at Lloyd's

12 January 2015
LMA9105 (amended)

This endorsement is to take effect on «f4».

Policy No.: «f1»

Name: «f2» «f3»

Policy Effective Date: «f4» Expiration: «f5»

Endorsement No.:

All other terms and conditions of the Policy remain unchanged.