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 Suite 200
 Encino, CA 91436
 LIC #0677191
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APPLICATION for: **e-MD™**
 Claims Made Basis. Underwritten by Underwriters at Lloyd's, London

Notice: The Policy for which this Application is made subject to its terms, applies only to any Claim made against any of the Insureds during the Policy Period. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by amounts incurred as Defense costs shall be applied to the retentions. Submission of this Application does not guarantee coverage.

General Instructions for completing this Application:

1. Please read carefully and answer all questions. If a question is not applicable, so state by writing "Not Applicable".
2. The completed Application should include all information relative to all subsidiaries and locations to be covered.
3. The Application must be signed by an executive officer.
4. Please read the Policy for which application is made prior to completing this Application. The terms as used herein shall have meanings as defined in the Policy.

SECTION I. YOUR DETAILS

1. Name of Applicant: _____
 (Include names of all subsidiary or affiliated companies to be insured, or attach separate sheet, if necessary)
 Applicant Type: Individual Corporation Partnership Other
 Headquarters Address: _____
 Mailing Address (if different): _____
 Telephone Number: _____ Fax Number: _____
 Corporate Website Address: _____
 Nature of Business: _____

SECTION II. YOUR BUSINESS

2. Date established: _____
3. Any significant changes in nature or size (more than 20% of revenues) of Applicant's business anticipated over the next twelve (12) months? Yes No
 If "Yes", please explain: _____

SECTION III. COVERAGES REQUESTED

4. Proposed Effective Date: _____
5. Requested Retroactive Date (policy inception unless otherwise stated): _____
6. Limit of Liability Desired (and options):
 \$500,000 \$1,000,000 \$2,000,000 \$3,000,000 \$4,000,000 \$5,000,000
7. Retention Options Desired:
 \$2,500 \$5,000 \$7,500 \$10,000 \$25,000

SECTION IV. EXPOSURE INFORMATION

ANNUAL REVENUE AND EXPOSURE BASE

- 8. Total Revenues: \$ _____
- 9. What percentage of the overall above revenues is attributed to e-commerce? _____%
- 10. Please estimate total number of customer and employee records you store either electronically or in physical files. _____

SECTION V. NETWORK SECURITY

Please have a senior IT representative (such as a Chief Security Officer) answer the following questions:

- 11. Do you enforce a security policy that must be followed by all employees, contractors, or any other person with access to your network?..... Yes No
- 12. Does your virus and malicious code control program address the following: anti-virus on all systems, filtering of all content for malicious code, controls on shared drives and folders, CERT or similar vendor neutral threat notification services, removal of spyware and similar parasitic code? **Check "No", if you have none. If only some of these controls are in place, please describe them below:**

Yes No
- 13. Do you enforce a software update process that includes at least weekly monitoring of vendors or automatically receiving notices from them for availability of security patches, upgrades, testing, and installing critical security patches as soon as possible, but not later than 30 days? Yes No
- 14. Are your firewalls, information systems and security mechanisms securely configured?..... Yes No
Check "No", if your systems are configured using factory default settings.
- 15. Do you test your security at least yearly to ensure effectiveness of your technical controls as well as your procedures for responding to security incidents (e.g., hacking, viruses, and denial of service attacks?)..... Yes No
- 16. For your critical network operations upon which you or your customers depend, can you recover from data loss or corruption or a failure of your network within 24 hours?..... Yes No
- 17. Is all remote access to your network authenticated, encrypted, and from systems that are at least as secure as your own? **If you do not allow remote access, check here** Yes No
- 18. If you need to circumvent or disable your security controls (e.g., for emergencies or necessary testing controls), do you always require more than one person's approval and then re-enable all such disabled controls as soon as circumvention is no longer necessary?..... Yes No
If you never circumvent controls, check here
- 19. Do you (1) require all third parties to whom you entrust sensitive or Non-public Personal Information to contractually agree to protect such information using safeguards at least equivalent to your own, and (2) audit their compliance with foregoing?..... Yes No
- 20. 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?..... Yes No
If you do not have custody of Non-public Personal Information, check here
- 21. Do you employ physical security controls to prevent unauthorized access to computer, networks and data?..... Yes No
- 22. Do you control and track all changes to your network to ensure that it remains secure?..... Yes No
- 23. How long does it take to restore the Applicant's operations after a computer attack or other loss/corruption of data? 12 hrs or less 12-24 hrs More than 24 hrs
- 24. Is all sensitive and confidential information that is transmitted within and from your organization encrypted using industry-grade mechanisms?..... Yes No
- 25. Is all sensitive and confidential information stored on your organization's databases, servers and data files encrypted?..... Yes No

SECTION VI. PRIVACY

- 26. Do you have established and enterprise-wide procedures in force for record and information information compliance management?..... Yes No
- 27. Do you employ a Chief Privacy Officer who has responsibility for meeting the worldwide obligations under privacy and data protection laws?..... Yes No
 - If “No”, is this responsibility assigned to another position within your organization?..... Yes No
 - If “Yes”, please list the position: _____
- 28. Does your security and privacy policy include mandatory training for all employees?..... Yes No
- 29. Do you post a privacy policy on your website that has been reviewed by a qualified attorney?..... Yes No
- 30. Are procedures in force for honoring the specific marketing “opt-out” requests of your customers that are consistent with the terms of your published privacy policy?..... Yes No
- 31. Have you identified all relevant regulatory and industry compliance frameworks that are applicable to the organization?..... Yes No
- 32. Do you have an incident response plan in place that includes notification provisions to respond to an information breach?..... Yes No

SECTION VII. LOSS HISTORY

- 33. Has the Applicant received any complaints, claims or been subject to litigation involving matters of privacy injury, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks, or the Applicant’s customers’ ability to rely on the Applicant’s network?..... Yes No

If “Yes”, please provide specific details: _____

- 34. Are you aware of or have knowledge of any circumstances or incidents that may give rise to a claim which would have been covered by this policy?..... Yes No
- 35. Has any employee ever been disciplined for mishandling data or otherwise tampering with your computer network?..... Yes No
- 36. Has the company sustained any unscheduled network outage or interruption within the past 24 months?..... Yes No

SECTION VIII. OTHER INFORMATION

- 1. **The undersigned declares that to the best of his/her knowledge the statements herein are true. Signing of this Application does not bind the undersigned to complete the insurance, but it is agreed that this Application shall be the basis of the contract should a Policy be issued, and this Application will be attached and become part of such Policy, if issued. Underwriters hereby are authorized to make any investigation and inquiry in connection with this Application as they may deem necessary.**
- 2. **It is warranted that the particulars and statements contained in the Application for the proposed Policy and any materials submitted herewith (which shall be retained on file by Underwriters and which shall be deemed attached hereto, as if physically attached hereto) are the basis for the proposed Policy and are to be considered as incorporated into and constituting a part of the proposed Policy.**
- 3. **It is agreed that in the event there is any material change in the answers to the questions contained herein prior to the effective date of the Policy, the Applicant will notify Underwriters and, at the sole discretion of Underwriters, any outstanding quotations may be modified or withdrawn.**
- 4. **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 be 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: _____

Title: _____

Date (Mo/Day/Yr): _____

Applicant Organization: _____



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