ExecutivePerils

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dba: Executive Perils Insurance Services

e-perilsPLUS™
 Internet Media Liability, Internet Professional Liability

Internet & Computer Network Security

NOTICE: THE POLICY PROVIDES THAT THE LIMITS OF LIABILITY AVAILABLE TO

PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED

FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL

DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

# **COMPANY INFORMATION & BROKER INFORMATION**

**COMPANY INFORMATION:**

|  |  |
| --- | --- |
| Full Name of Applicant: |  |
| Applicant Type: | [ ]  Individual | [ ]  Corporation | [ ] Partnership | [ ] Other |
| (if “Other”): |  |
| Address 1: |  |
| Address 2: |  |
| City: |  |
| State/Providence: |  |
| Zip / Postal Code: |  |
| Web site Home Page Address(es), includingsubsidiaries (0ptional): |  |
| Mailing Address (ifdifferent: |  |
| Chief Information Officer (Optional): |  |
| Date Established: |  |
| Place of Incorporation: |  |
| No. of Employees: |  |
| Descriptions of Business: |  |
| Names of Subsidiaries:(or attach list) (Optional) |  |

**II.** **YOUR BUSINESS ACTIVITIES ON THE INTERNET/NETWORK**

[ ]  **1) ACCESS**: Sending and receiving email, transferring files, browsing the internet

[ ]  **2) PRESENCE**: Providing information or advertising over the Internet through a web server or

 extranet.

[ ]  **3) PRODUCTION ACCESS**: Integration of business information or internal processes with a web

 site.

[ ]  **4) ELECTRONIC COMMERCE**: The buying and selling of products, services or information
 over the internet between a buyer and seller. Electronic Commerce can also include three-
 party business transactions, typically between an internet user, a merchant, and a bank,
 involving buying or selling valuable goods, products, or services or the transmission of
 sensitive financial information to exchange. Electronic Commerce also includes your
 permitting of advertisements on your web site by others for a fee, regardless of any other
 internet activities you may conduct.

[ ]  **5) COLLABORATION**: Virtual Private Network (VPN) or an “extranet” activities. This could

 also include the provision of computer system resources to a third party.

[ ]   **6) HOSTING**: providing hosting services to third parties.

[ ]   **7) DIGITAL CERTIFICATES**: Installation, management, or maintenance of any digital

 certificate

[ ]  **8) OTHER**:

[ ]  **9) NEXT YEAR**: The following business activities planned for next year are different than the

|  |  |
| --- | --- |
|  ones checked above?  |  |
|  |  |

**III. BUSINESS REVENUES**

1. Please provide your total revenues:

|  |  |
| --- | --- |
| Past Accounting Year:  | $ |
|  |  |
| Projected Current Year: | $ |

1. Please provide your total e-business revenues (if applicable):

|  |  |
| --- | --- |
| Past Accounting Year:  | $ |
|  |  |
| Projected Current Year: | $ |

|  |  |
| --- | --- |
| 3. Please provide the number of unique visitors per day |  |

**IV UNDERWRITING QUESTIONS**

## A. Media

***All applicants must complete this section.***

1. Is there a review process in place to screen content of the web site? [ ]  Yes [ ]  No

If “yes”, is the content of your web site reviewed by a qualified attorney? [ ]  Yes [ ]  No

Does the review include looking for any or all of the following offenses:

Libel, Slander, Trademark Infringement, Copyright Infringement,

Invasion of Privacy, Inaccurate Information or Trade Secrets [ ]  All [ ]  Some

 [ ]  None

1. Do you have an established procedure for editing or removing controversial,

 offensive (i.e. libelous) or infringing material (i.e. copyright, trademark)

from your web site or Internet service [ ]  Yes [ ]  No

1. Do you use material of others (such as text, videos, music, etc.) in your

web site? [ ]  Yes [ ]  No

If “yes’, in each case, have you:

 Obtained written clearance to use this material? [ ]  Yes [ ]  No

 Scanned the material for viruses? [ ]  Yes [ ]  No

1. Do your agreements with the developer of your web site and any

consultants providing material for your web site provide that you own

 the intellectual property rights to the content and business methods

 incorporated into the web site? [ ]  Yes [ ]  No

### If you are applying only for Media Liability coverage proceed to Section V

## B. Professional Services

***If you are applying for “Professional Liability” coverage, answer the following questions.***

1. Which professional services are you providing?

[ ]  Publishing or Media Content Services

[ ]  Internet Professional Services

[ ]  Other professional service (if rendered over the Internet)

|  |  |
| --- | --- |
| Please specify: |  |

2. Do you provide original content? [ ]  Yes [ ]  No

3. Do you have subscribers for your website? [ ]  Yes [ ]  No

|  |  |
| --- | --- |
| How many subscribers do you have capacity for? |  |

Do you have adequate capacity to accommodate the number of

subscribers to your service? [ ]  Yes [ ]  No

1. Do you offer bulletin board/chat room services at your web site? [ ]  Yes [ ]  No

If “yes”, who manages bulletin board/chat room? [ ]  We Do

 [ ]  Subcontractor

If a subcontractor, do you require “hold harmless” agreements for

 liabilities arising out of the bulletin board/chat room? [ ]  Yes [ ]  No

Can you remove any posting at your sole discretion and does the

 Internet Service Provider agreement allow you to do so? [ ]  Yes [ ]  No

Do you have an agreement which users of your bulletin board/chat room

must accept condition of suing the bulletin board/chat room? [ ]  Yes [ ]  No

Do you edit the content of your bulletin board/chat room? [ ]  Yes [ ]  No

If “yes”, how often? [ ]  Daily

 [ ]  Weekly

 [ ]  Monthly

|  |  |
| --- | --- |
| [ ]   |  |
|  |  |

1. Do you review, editor censor the material contained on your web site or

Internet service in any way? [ ]  Yes [ ]  No

If “yes”, how often do you review, edit or censor your web site or

Internet service? [ ]  Daily

 [ ]  Weekly

 [ ]  Monthly

|  |  |
| --- | --- |
| [ ]   |  |

1. Do you make representations that you review, edit or censor the material

contained on your web site or Internet service in any way? [ ]  Yes [ ]  No

7. How often do you update the content of your web site or Internet service? [ ]  Daily

 [ ]  Weekly

 [ ]  Monthly

|  |  |
| --- | --- |
| [ ]   |  |

 Do you provide content for a web site on the behalf of a client? [ ]  Yes [ ]  No

If “yes”, does the client approve the content before it is published on the

 Internet? [ ]  Yes [ ]  No

1. Do you develop security software, hardware, or firmware? [ ]  Yes [ ]  No

If “yes”, is it security related such as encryption or firewall products? [ ]  Yes [ ]  No

What percentage of revenue is derived from customized products? **%**

1. Do you limit your liability in your contracts for any breach of your

 professional services? [ ]  Yes [ ]  No

If “yes”, indicate what they are: [ ]  No Liability

[ ]  Cap on Liability as a multiple of fees

 [ ]  Other Limitation

 on liability

1. Do you make any guarantees or warranties in your contracts regarding your

professional services? [ ]  Yes [ ]  No

|  |  |
| --- | --- |
| If ***“Yes”*** indicate what they are: |  |

12. Are credit card transactions conducted on your web site or Internet service? [ ]  Yes [ ]  No

1. Would you like professional liability coverage to include claims arising out of

failures to your network? [ ]  Yes [ ]  No

(if yes, please complete questions #1through #15 of Section C)

**If you are applying for network security liability coverage, complete the following section, if**  **not, proceed to Section V.**

C. Network Security

1. Are firewalls used to prevent unauthorized access connections from internal networks and computer systems to external networks?

 [ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

1. Are remote users authenticated before being allowed to connect to internal networks and computer systems?

 [ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

1. Are anti-virus procedures used on desktops and mission critical servers?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

If implemented, how often are the procedures updated?

 [ ]  Daily [ ]  Weekly [ ]  Monthly [ ]

1. Are backup and recovery procedures documented forall mission critical systems?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

If implemented, how often are mission critical systems backed up?

[ ]  Daily [ ]  Weekly [ ]  Monthly [ ]

1. Are special privileges restricted to primary and backup system administration personnel?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

6.Are continuity plans in place for all mission critical business processes?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

7. Are your network and computer systems monitored?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

8. Do you have an internal acceptable use policy and privacy policy regarding e-mail and Internet use?

[ ]  Not Implemented [ ]  Partially Implemented [ ]  Fully Implemented

9. What authentication processes or applications do you utilize with respect to your c-business?

|  |
| --- |
|  |
|  |

1. Do you outsource a critical part of your Internet, network or computer

system to others? [ ]  Yes [ ]  No

If “yes”, choose all that apply and indicate outsourced company.

[ ]  Server Maintenance [ ] Firewall Maintenance [ ] Application/Software

11. Do you have a means of backup for web site content? [ ]  Yes [ ]  No

|  |  |
| --- | --- |
| If “yes” indicate name of company providing recovery services: |  |

12.Do you have a means of recovery should your web site shut down? [ ]  Yes [ ]  No

|  |  |
| --- | --- |
| If “yes” indicate name of company providing recovery services: |  |

13. Do you receive CERT or SIAC Advisories, or any similar notification? [ ]  Yes [ ]  No

|  |  |
| --- | --- |
| If “yes” indicate name of the organization providing such services: |  |

1. Do you give written warranties or indemnities regarding your Internet,

network and systems operations? [ ]  Yes [ ]  No

If “yes”, please describe such warranties or indemnities as an attachment herewith..

1. Do you receive warranties or indemnities regarding your Internet, network and

computer operations? [ ]  Yes [ ]  No

If “yes”, please describe such warranties or indemnities as an attachment herewith.

**If you are only applying for Professional Liability coverage, STOP HERE AND PROCEEDTO SECTION V If you are applying for complete network security liability coverage CONTINUE TO END OF SECTION.**

1. Has there been any change in ownership or senior management including

(Chief Information Officer) in the past year? [ ]  Yes [ ]  No

1. Do you have a full time, dedicated Director of Information Security or

 its equivalent? [ ]  Yes [ ]  No

I8. Do you have procedure in place to identify’ and detect network security

weaknesses? [ ]  Yes [ ]  No

19. Are credit card transactions conducted on your web site or Internet service? [ ]  Yes [ ]  No

1. How would your revenues be impacted by a breach of security sustained by a

dependent business? This would include businesses that are providing Internet, network

or computer systems for your operations including hosting your Internet Web site.

[ ]  Substantially [ ]  Moderately [ ]  Minimally [ ] No Impact

1. What valuable property of others are you responsible for that relate to your Internet or computer system?

[ ]  Money [ ]  Securities [ ]  Other Tangible Property [ ]  Credit Card Information

[ ]  Information assets

1. Do you perform background checks, including credit & criminal history, on new

program security employees, independent consultants/vendors? [ ]  Yes [ ]  No

23. Are all employees provided with a copy of your security policy manual? [ ]  Yes [ ]  No

If “yes’, are all employees required to provide written confirmation acknowledging

they received, read and understood the contents of the security manual? [ ]  Yes [ ]  No

If “yes”, are all employees required to sign a statement confirming that failure to

 follow procedures set forth in your systems security policy manual will result in

disciplinary and including termination? [ ]  Yes [ ]  No

1. What is the total number of independent consultant employee & contractor employee

 performing Internet, network and computer system services for your organization?

1. Do you require the outside consultants/contractors to maintain fidelity bond

insurance? [ ]  Yes [ ]  No

1. How many employees (including leased workers) are involved in finance &

accounting, engineering, research & development, programming, security &

systems administration?

##### V. OTHER INSURANCE

Have you purchased any of the following insurance policies? If yes, provide insurer, limits, retentions or

deductibles, and policy period:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Coverage** | **Insurer** | Expiration  | **Limits** | **Deductible** |
| (a) General Liability *WITH* Advertising Injury/Personal Injury |  |  |  |  |
| (b) General Liability *WITHOUT* Advertising Injury/Personal Injury for Internet Activities |  |  |  |  |
| (c) Errors & Omissions |  |  |  |  |
| (d) Property & Business Interruption (with EDP Coverage) |  |  |  |  |
| (e) Property & Business Interruption (without EDP Coverage) |  |  |  |  |
| (f)Employee Dishonesty/ Crime (with Computer Fraud Extension) |  |  |  |  |
| (g) Employee Dishonesty/ Crime (without Computer Fraud Extension) |  |  |  |  |
| (h) Directors & Officers |  |  |  |  |
| (i) Other |  |  |  |  |

Do you wish to apply for Excess/Difference-in-Conditions coverage for any of the above?

If yes, state which coverages (A-I):

[ ]  A [ ]  B [ ]  C [ ]  D [ ]  E [ ]  F [ ]  G [ ]  H [ ]  I

**VI. DESIRED COVERAGES**

Media Complete Section (a ) only

Professional: Complete Sections (a) & (b) only

Liability: Complete Sections (a), (b,), (c) & (d) only

Network Security Complete Sections (a), (c), (d) & (e) only

Complete Coverage Complete Sections (a), (b), (c), (d) & (e)

|  |  |  |
| --- | --- | --- |
| **Coverage**  | **Limits of Liability( $)** | **Retentions** |
|  (a) Media Liability  | $ per claim $ aggregate | $per claim |
|  (b) Professional Services Liability  | $ per claim $ aggregate | $per claim |
| (c) Security Liability  | $ per claim $ aggregate | $per claim |
|  (d) Cyber-Extortion | $per occurrence$\_ aggregate | $per extortion claim |
|  (e) Asset & Income Protection  waiting period (hrs) 12,24,36,48 | $per occurrence$\_ aggregate | $per occurrencewaiting period (hrs.) (12, 24, 36, 48) |

Policy Aggregate (for all coverage under the policy): $

Proposed Effective/Retroactive Date:

**VII. CLAIMS/INCIDENTS/LOSS HISTORY**

1. Has any insurance similar to the kind found under this policy, or your

property, GL,D&O policy, ever been declined or cancelled during the

past three years? (not applicable in MO) [ ]  Yes [ ]  No

If “yes”:

|  |  |
| --- | --- |
| Type of Policy: |  |
| Insurer: |  |
| Date Declined or Cancelled: |  |

1. Are you aware of any pending or prior incident, circumstance,

event or litigation during the last three years concerning the content

of your web site relevant to intellectual property content or advertising

offenses that may be reasonably expected to give rise to a claim or

would have given rise to a claim if similar insurance was in force for

coverage or benefits provided by this insurance? [ ]  Yes [ ]  No

If ”yes’:

|  |  |
| --- | --- |
| Loss doesn’t exceed: |  |
| Date: |  |
| Litigation involved? EL Yes EL No | [ ]  Yes [ ]  No |
| This has been the only incident? EL Yes EL No | [ ]  Yes [ ]  No |
| Have steps been taken to prevent thise of incident from occurring again?  | [ ]  Yes [ ]  No |
|  |  |

3. During the past 3 years, have you ever received a complaint concerning:

|  |  |
| --- | --- |
| Professional Liability |  |
| If “yes”, loss doesn’t exceed: |  |
| Date: |  |
| Litigation involved? | [ ]  Yes [ ]  No |
| This has been the only incident? | [ ]  Yes [ ]  No |
| Have steps been taken to prevent this type of incident from occurring again? | [ ]  Yes [ ]  No |
| **Security of network website:** | [ ]  Yes [ ]  No |
| If” yes”, loss doesn’t exceed: |       |
| Date: |       |
| Litigation involved? | [ ]  Yes [ ]  No |
| This has been the only incident? | [ ]  Yes [ ]  No |
| Have steps been taken to prevent this e of incident from occurring again? | [ ]  Yes [ ]  No |

4. During the past three years, have you suffered any loss in excess of

$25,000 that payable under a Commercial Crime or Dishonesty bond/policy

 or computer crime policy? [ ]  Yes [ ]  No

If “yes”,

|  |  |
| --- | --- |
| Loss doesn’t exceed: |  |
| Date: |  |
| Litigation involved? | [ ]  Yes [ ]  No |
| This has been the only incident? | [ ]  Yes [ ]  No |
| Have steps been taken to prevent thistype of incident from occurring again? | [ ]  Yes [ ]  No |

5. During the past three years, have you experienced an incident involving

loss of service except for planned maintenance of computer systems,

 exceeding four hours? [ ]  Check if None

If “yes”,

|  |  |
| --- | --- |
| Cost to restore service (USD) |  |
| Amount of lost revenue (USD) |  |
| Theft/damage to information, assets USD |  |
| Date: |  |
| Length of time out of service: |  |
| Litigation involved: | [ ]  Yes [ ]  No |
| Has this been the only incident? | [ ]  Yes [ ]  No |
| Have steps been taken to prevent thistype of incident from occurring again? | [ ]  Yes [ ]  No |

6. During the past 3 years, have you had any other breaches of security causing damage to your existing security systems in excess of $25,000? [ ]  Yes [ ]  No

If “yes”,

|  |  |
| --- | --- |
| Loss doesn’t exceed: |  |
| Date: |  |
| Litigation involved? | [ ]  Yes [ ]  No |
| This has been the only incident? | [ ]  Yes [ ]  No |
| Have steps been taken to prevent thistype of incident from occurring again? | [ ]  Yes [ ]  No |

7. Is a security incident log kept and reviewed? [ ]  Yes [ ]  No

**VIII. AUTHORIZATION FOR SECURITY ANALYSIS, PAYMENT AND RELEASE OF LIABILITY**

I, the applicant, understand that a security analysis may be required to quote this insurance. An independent security consulting firm approved by the insurer will perform this security risk survey or electronic remote security scan. If such is required, either the consulting firm or the insurer will advise the cost for such security analysis. SUBMISSION OF THIS APPLICATION IS NOT AUTHORIZATION TO PERFORM THE SECURITY ANALYSIS. HOWEVER, I UNDERSTAND THAT UPON BEING ADVISED OF THE COST OF THE SECURITY ANALYS1S, IF I AUTHORIZE THE CONDUCTING OF THE ANALYSIS, THAT A COPY OF THE REPORT WILL BE SENT TO THE INSURER FOR THE PURPOSE OF DEVELOPING AN INSURANCE QUOTATION.

Further, I understand and agree that in consideration for the insurer providing access to the consulting firm for the purposes of the security analysis, the applicant shall not provide a copy of the analysis to any other person or entity, including specifically other insurance entities, without the insurer’s prior written consent. Applicant further acknowledges that unauthorized disclosure or use of such information to third parties (including but not limited to other insurance entities) would cause irreparable harm and significant injury to the Insurer, the degree of which may be difficult to ascertain and accordingly the Applicant has agreed to an liquidated damage amount in cases of intentional violations of this agreement of Fifty thousand United States dollars ($50,000). Accordingly, Applicant agrees that the Insurer will have the right to obtain an immediate injunction enjoining any such disclosure and that the Insurer also has the right to pursue any and all other rights and remedies available at law or in equity for such a breach. A confidentiality agreement can be executed between the insurer and the applicant upon request. I also understand and acknowledge that the applicant is financially responsible to pay, and hereby agrees to pay, for the security analysis. Execution of this application together with any subsequent authorization constitutes an agreement between the applicant and the security-consulting firm to pay the security-consulting firm for the analysis. A list of approved independent security consulting firms can be obtained from the insurer.

I, the applicant, agree that the insurer is not responsible for any loss or damage howsoever caused whether direct or indirect which may arise as a result of the provision of services to the applicant or to any of the applicant’s related entities by such independent security consulting firm or any representative, agent, employee or contractor of such independent security consulting firm, including the performance of any electronic remote security scan, risk assessment survey, security workshop or related service, and you agree to indemnify and hold the insurer harmless in respect of any such loss or damage. Further, the insurer does not warrant the effectiveness or accuracy of any such security analysis.

|  |  |  |  |
| --- | --- | --- | --- |
| APPLICANT’S SIGNATURE: |  | Dated: |  |

|  |
| --- |
| In order for insure to efficiently process your application, please attach the following to the signed application: |
| * Most recent audited financial statement
 | [ ]  Attached [ ]  Not Attached |
| * Descriptive advertising materials regarding your business
 | [ ]  Attached [ ]  Not Attached |
| * A copy of a standard service contract or a recent contract issued
 | [ ]  Attached [ ]  Not Attached |
| * If the company has been established for three years or less, please provide resumes of senior professional staff
 | [ ]  Attached [ ]  Not Attached |

**IX. LEGAL NOTICES AND SIGNATURE**

**IF A POLICY IS ISSUED, THE APPLICATION IS ATTACHED TO AND MADE PART**

OF THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN

**DETAIL.**

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW**

**WHERE INDICATED. IF A POLICY IS ISSUED, THIS SIGNED STATEMENT WILL BE**

**ATTACHED TO THE POLICY.**

The insured hereby acknowledges that he/she/it is aware that the limit of liability contained **in this policy shall be reduced, and maybe completely exhausted, by the costs of legal defense**

and, in such event, the Company shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy.

**The insured hereby further acknowledges that he/she/it is aware that legal defense costs that are incurred shall be applied against the deductible amount.**

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE

TRUE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS

APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE

EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL IMMEDIATELY

NOTIFY THE INSURANCE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY

 WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR

 AGREEMENT TO BIND INSURANCE.

NOTICE: IN SOME STATES, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO

DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION

FOR INSURANCE 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.

NOTICE TO ARKANSAS APPLICANTS: “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.’

NOTICE TO COLORADO APPLICANTS: “IT IS UNLAWFUL TO KNOWINGLY

PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN

IN SURANCE 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

AUTHORITIES.”

NOTICE TO FLORIDA APPLICANTS: “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 IN THE THIRD DEGREE.”

NOTICE TO KENTUCKY APPLICANTS: “ANY PERSON WHO KNOWINGLY AND

WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES

AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE

INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION

CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT

INSURANCE ACT, WHICH ISA CRIME.”

NOTICE TO MAINE APPLICANTS: “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.”

NOTICE TO NEW JERSEY APPLICANTS: “ANY PERSON WHO INCLUDES ANY FALSE

OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY

IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.’

NOTICE TO NEW MEXICO APPLICANTS: “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 CIVIL FINES AND

CRIMINAL PENALTIES.”

NOTICE TO NEW YORK APPLICANTS: “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, 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.”

NOTICE TO OHIO 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 IS GUILTY OF INSURANCE FRAUD.”

NOTICE TO PENNSYLVANIA APPLICANTS: “ANY PERSON WHO KNOWINGLY AND

WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON 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.”

|  |  |
| --- | --- |
| APPLICANT’S SIGNATURE:  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| TITLE : |  | DATE: |  |

|  |  |
| --- | --- |
| BROKER:  |  |
| ADDRESS: |  |
|  |  |
|  |  |
|  |  |