

## SAFELAW™ CYBER WRAP INSURANCE APPLICATION

**NOTICE:** INSURING AGREEMENTS B AND C OF THE INSURANCE POLICY FOR WHICH THIS APPLICATION IS MADE (HEREINAFTER REFERRED TO AS THE “POLICY”) ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND ONLY COVER CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO US PURSUANT TO THE TERMS OF THE POLICY. INSURING AGREEMENT A AND INSURING AGREEMENTS D-J ARE WRITTEN ON AN INCIDENT FIRST DISCOVERED AND REPORTED BASIS AND ONLY COVER FIRST-PARTY EVENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO US PURSUANT TO THE TERMS OF THE POLICY. THIS POLICY PROVIDES NO COVERAGE FOR CLAIMS, CIRCUMSTANCES THAT COULD REASONABLY BE THE BASIS FOR A CLAIM, OR FIRST-PARTY EVENTS, FIRST OCCURRING PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY DECLARATIONS. AMOUNTS INCURRED AS CLAIMS EXPENSE UNDER THE POLICY WILL REDUCE AND MAY COMPLETELY EXHAUST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLES. PLEASE READ THE POLICY CAREFULLY.

**APPLICATION INSTRUCTIONS:** Whenever used in this Application, the term "Applicant" means the proposed named insured, all subsidiaries, and other individuals or organizations applying for coverage, unless otherwise stated. The terms “we, us, or our” means the Underwriters providing the SafeLaw cyber insurance. All questions must be answered completely. This Application must be signed by a principal of the proposed named insured.

### APPLICANT DESCRIPTION

1. Please provide the following information about the Applicant.

Name of Company/Applicant:		
Address:		
City:	State:	Zip:
*Names and URLs of all subsidiaries (if any):		
Applicant Contact Name:		
Applicant Contact Email:		

*\*Please note, the applicant must disclose the names, annual revenues, number of lawyers (or number of employees if not a law firm), and business activities, for all subsidiaries and other proposed insureds for whom coverage is requested under this insurance Policy.*

2. Please indicate the Applicant’s estimated annual revenue and total number of lawyers.

	Prior Year	Current Year	Next Year (Estimate)
Number of Lawyers			
Annual Revenue			

3. Please indicate the Applicant’s areas of practice as a percentage of billings for the past 12 months.

**NOTE: In lieu of completing the area of practice table below, we can accept a copy of a completed area of practice chart from the Applicant’s most recent lawyer’s professional liability application.**

Area of Practice	% Of Billings	Area of Practice	% Of Billings
Administrative Law		International Law	
Admiralty Defense		Investment Money Manger	
Admiralty Marine		Juvenile	
Adoptions		Labor Unions	
Arbitration/Mediation		Labor/Employee	
Banking		Labor/Management	
Bankruptcy		Landlord Tennant/Leases	
BI/PI Defense		Lobbying	
Bonds		Local Government	
Business Transactions		Medical Malpractice Defense	
Civil Rights		Medical Malpractice Plaintiff	
Civil/General Litigation		Mergers & Acquisitions	
Class Action Plaintiff		Municipal Law	
Collection		Oil & Gas Mining	
Commercial Defense		Oil & Gas Title	
Commercial Law		Patent, Trademark, Copyright – Filing	
Construction Law		Patent, Trademark, Copyright Defense	
Consumer Claims		Patent, Trademark, Copyright Prosecution	
Contracts		Plaintiff BI/PI (Non-Product Liability)	
Corporate Formation		Product Liability Plaintiff	
Corporate General		Real Estate Closings/General	
Corporate Litigation		Real Estate Commercial Title	
Criminal Law		Real Estate Development	
Divorce		Real Estate Investment Trusts	
Employment Law		Real Estate Limited Partnership	
Entertainment		Real Estate Residential Title	
Environmental Law		Real Estate Syndication	
ERISA		Securities	
Estate Planning		Taxation Opinions	
Estate/Trust/Probate		Taxation Preparation	
Family Law – (Non-Divorce)		Taxation Representation	
Fiduciary		Traffic	
Foreclosures		Wills	
Foreign Law		Workers Compensation Defense	
Guardianships		Workers Compensation Plaintiff	
Immigration/Naturalization		Other: (Please Describe Below)	
Insurance Defense			
<b>Total</b>			<b>100%</b>

4.	Please provide the following information regarding the “Applicant’s Lawyers Professional Liability Insurance Policies.” The “Applicant’s Lawyers Professional Liability Policies” means primary or excess legal malpractice insurance policies designed to provide the Applicant with coverage for errors or omissions in the delivery or failure to deliver professional legal services.	
	The Applicant’s Lawyers Professional Liability Policy Insurer (name of insurance company):	
	The Applicant’s Lawyers Professional Liability Policy number:	
	The Applicant’s Lawyers Professional Liability Policy Limit. Please include the per claim limit and the aggregate limit:	
	The Applicant’s Lawyers Professional Liability Policy deductible. Please include the per claim deductible and aggregate deductible, if applicable:	
	The Applicant’s Lawyers Professional Liability Policy Effective Date:	
	The Applicant’s Lawyers Professional Liability Policy Retroactive Date:	

## LOSS CONTROL AND UNDERWRITING QUESTIONS

5.	Does the Applicant use multi-factor authentication for all remote access to the Applicant’s computer network? <i>If the Applicant does not allow remote access to the Applicant’s computer network, please check N/A</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
6.	Does the Applicant have a process in place to regularly download and install patches within 30 days of release onto the Applicant’s computer network (including all hardware and software publicly accessible through the internet)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
7.	Are all systems and data on the Applicant’s computer network backed up at least weekly?	YES <input type="checkbox"/> NO <input type="checkbox"/>
8.	Are the Applicant’s backups kept fully isolated from the Applicant’s computer network, either in: A. Offline air-gapped storage; or B. Cloud-based storage, so that the Applicants backups are isolated from the rest of the Applicant’s computer network?	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.	Does the Applicant exclusively run supported operating systems on the Applicant’s computer network? <i>If Applicant runs Microsoft Windows 7, Microsoft Windows Server 2008 or any other unsupported operating system, please check NO.</i>	YES <input type="checkbox"/> NO <input type="checkbox"/>
10.	Does the Applicant scan and filter incoming emails for malicious attachments?	YES <input type="checkbox"/> NO <input type="checkbox"/>
11.	Does the Applicant use any of the following to authenticate incoming email? A. DomainKeys Identified Mail (“DKIM”) B. Sender Policy Framework (“SPF”) Domain-based Message authentication, Reporting & Conformance (“DMARC”)	YES <input type="checkbox"/> NO <input type="checkbox"/>

12.	<p>Has the Applicant disabled the Remote Desktop Protocol (“RDP”) on all computer network endpoints and servers?</p> <p><i>If “No”, is RDP protected by multifactor authentication?</i></p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/></p>
13.	<p>Does the Applicant encrypt all sensitive and confidential information stored on the Applicant’s computer network or sent externally by email?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
14.	<p>Are administrative privileges restricted to specific users on the Applicant’s computer network?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>

## REPRESENTATIONS AND WARRANTIES

**If the Applicant answers “Yes” to any of the questions 15-17 below, please complete the “CLAIMS & INCIDENTS SUPPLEMENTARY DATA” beginning on page 9 of this Application.**

15.	<p>Has the Applicant had any computer or information <b>security incidents, system failures, or multimedia incidents</b>, during the past three (3) years?</p> <p>A <b>security incident</b> means any breach in security of, unauthorized access to, unauthorized use of, or compromise of, the Applicant’s computer systems, including any embezzlement, fraud, theft of private or confidential information, extortion, data or privacy breach, ransomware, denial of service, electronic vandalism or sabotage, computer virus or other similar incidents.</p> <p>A <b>system failure</b> means any interruption, suspension, or impairment of the Applicant’s computer system due to:</p> <ul style="list-style-type: none"> <li>A. data creation, entry, or modification errors; or</li> <li>B. failures in the on-going operation, administration, upgrading, and maintenance of the Applicant’s computer system; or</li> <li>C. a voluntary shutdown of the Applicant’s computer system to mitigate or avoid potential claims.</li> </ul> <p>A <b>multimedia incident</b> means any:</p> <ul style="list-style-type: none"> <li>A. form of defamation related to disparagement or harm to the reputation, character or feelings of any person or organization;</li> <li>B. form of invasion, infringement, or interference with the right to privacy or of publicity;</li> <li>C. outrage, outrageous conduct, mental anguish, infliction of emotional distress or prima facie tort; or</li> <li>D. infringement of copyright, or the dilution or infringement of trademark, service mark, service name or trade name,</li> </ul> <p>actually or allegedly committed by the Applicant or any director, officer, employee or other proposed Insured in the course of online or offline publishing.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
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16.	During the past three (3) years, has the Applicant or any director, officer, employee or other proposed Insured given notice of a claim or circumstances that could give rise to a claim, under the provisions of any prior or current cyber risk, media liability, errors & omissions, general liability, or lawyers professional liability insurance policy, which involve a <b>security incident, system failure, or multimedia incident?</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
17.	Does any Applicant, director, officer, employee, or other proposed insured, have knowledge or information of any fact, circumstance, situation, event, or transaction which may give rise to a claim under the proposed insurance?	YES <input type="checkbox"/> NO <input type="checkbox"/>

## ELECTRONIC COMMUNICATIONS DISCLOSURE

By applying for the proposed Insurance, the Applicant and any director, officer, employee, or other proposed insured agrees that we, or our agents, will deliver all documents, records, and information pertaining to the proposed insurance, electronically to the named insured. At any time, the insureds may obtain paper copies of the documents pertaining to the proposed insurance at no charge by emailing BDI Global, LLC at [safeprograms@bigdatainsure.com](mailto:safeprograms@bigdatainsure.com) and requesting a copy. Requesting a paper copy does not change the Applicant's consent to electronic delivery.

By choosing to transact business with us electronically, the Applicant agrees to use electronic signatures, which will have the same force and effect as the Applicant's written signature. Electronic signatures can take various forms, including checking a box or typing your name. The documents and information provided to the Applicant electronically have the same meaning and effect as paper documents.

At any time, the Applicant has the right to withdraw consent for electronic communications by emailing BDI Global, LLC at [safeprograms@bigdatainsure.com](mailto:safeprograms@bigdatainsure.com) and requesting that electronic communications stop. Unless the Applicant withdraws consent for electronic communications, the Applicant will continue to receive documents and information from us electronically, as permitted by law.

We primarily deliver services, documents, and information electronically to insureds. Some services may not be available in paper format. We may also choose, at our option, to provide some documents or information through non-electronic means.

To receive, access, and reply to the electronic documents and information we provide, the Applicant will need: (1) a personal computer or other device which is capable of accessing the Internet; (2) an Internet web browser which is capable of supporting 128-bit SSL encrypted communications; (3) software which permits the Applicant to receive and access Portable Document Format or ("PDF") files; and (4) the ability to download or print documents.

By consenting to electronic communications, the Applicant, and any director, officer, employee, or other proposed insured confirm the Applicant has the hardware and software described above, can receive and review electronic records, and have an active email account.

## DECLARATION AND SIGNATURES

The submission of this Application does not obligate us to issue, or the Applicant to purchase, a policy. The Applicant will be advised if the Application for coverage is accepted. The Applicant hereby authorizes us to make any investigation and inquiry in connection with this Application that we deem necessary.

The undersigned, acting on behalf of all Applicants, declare that to the best of their knowledge and belief, after reasonable inquiry, the statements set forth in this Application and in any attachments or other documents submitted with the Application are true and complete and no material facts have been withheld. A material fact is one in which the knowledge or ignorance of it would naturally and reasonably influence the judgment of an insurer in making the contract at all, in estimating the degree or character of the risk, in fixing the rate of premium, or would otherwise be deemed material under applicable law.

The undersigned agree that the information provided in this Application and any material submitted herewith are the representations of all the Applicants and the basis for issuance of the insurance policy should a policy providing the requested coverage be issued, and that we will have relied on all such materials in issuing any such policy. The undersigned further agree that the Application and any material submitted herewith shall be considered attached to and a part of the policy. Any material submitted with the Application shall be maintained on file (either electronically or paper) with us.

The undersigned hereby acknowledge they are aware that:

- 1) the information requested in this Application is for underwriting purposes only and does not constitute notice to us of a claim, or a potential claim, under any policy; and
- 2) the Limits of Insurance contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, we 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 Limits of Insurance of this policy; and
- 3) legal defense costs that are incurred shall be applied against the Deductible amount.

The undersigned further agree that if the information supplied on this Application changes between the date of this Application and the date of policy issuance, the Applicant will immediately notify us of such changes. We may then withdraw or modify outstanding quotations and/or authorization or agreement to bind this insurance.

<b>Name:</b>	
<b>Signed:</b>	
<b>Date:</b>	
<b>Title:</b>	

**NOTE: THIS APPLICATION MUST BE SIGNED AND DATED BY A PRINCIPAL OF THE PROPOSED NAMED INSURED.**

## NOTICES

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NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

NOTICE TO ARIZONA AND MISSOURI APPLICANTS: Claim Expenses are Inside the Policy Limits. All claim expenses shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay for damages.

NOTICE TO ARKANSAS, LOUISIANA, AND WEST VIRGINIA 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 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.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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 of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO IDAHO AND OKLAHOMA APPLICANTS: 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.

NOTICE TO KANSAS APPLICANTS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by 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.

NOTICE TO KENTUCKY 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, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON 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 include imprisonment, fines and denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or 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.

NOTICE TO MICHIGAN APPLICANTS: Any person who knowingly and with intent to defraud an insurance company or another 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 act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO NEW JERSEY APPLICANTS: Any person who knowingly includes any false or misleading information on an application for an insurance policy or files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NOTICE TO NEW HAMPSHIRE APPLICANTS: 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.

NOTICE TO NEW MEXICO AND RHODE ISLAND 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 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 OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud any insurance company: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

NOTICE TO PENNSYLVANIA 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, 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.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law. Note: This Application must be signed by the chief executive officer or chief financial officer

NOTICE TO ALL OTHER APPLICANTS: Any person who, with intent to defraud or knowingly facilitates a fraud against the Insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.



## CLAIMS AND INCIDENTS SUPPLEMENTARY DATA

If the Applicant answered “Yes” to any part of questions 15-17, please provide supplementary information for each claim, **security incident**, **system failure**, or **multimedia incident**. Where applicable, please attach details of each claim, complaint, allegation, or incident, including costs, losses, or damages incurred or paid, any corrective procedures to avoid such allegations in the future, and any amounts paid as loss under any insurance policy.

A **security incident** means any breach in security of, unauthorized access to, unauthorized use of, or compromise of, the Applicant’s computer systems, including any embezzlement, fraud, theft of private or confidential information, extortion, data or privacy breach, ransomware, denial of service, electronic vandalism or sabotage, computer virus or other similar incidents.

A **system failure** means any interruption, suspension, or impairment of the Applicant’s computer system due to:

- A. data creation, entry, or modification errors; or
- B. failures in the on-going operation, administration, upgrading, and maintenance of the Applicant’s computer system; or
- C. a voluntary shutdown of the Applicant’s computer system to mitigate or avoid potential claims.

A **multimedia incident** means any:

- A. form of defamation related to disparagement or harm to the reputation, character or feelings of any person or organization;
- B. form of invasion, infringement, or interference with the right to privacy or of publicity;
- C. outrage, outrageous conduct, mental anguish, infliction of emotional distress or prima facie tort; or
- D. infringement of copyright, or the dilution or infringement of trademark, service mark, service name or trade name,

actually or allegedly committed by the Applicant or any director, officer, employee or other proposed Insured in the course of online or offline publishing.

### Claim or Incident #1

Date Occurred:	Date Discovered:
Please provide a description of the claim, <b>security incident</b> , <b>system failure</b> , or <b>multimedia incident</b> :	
Please provide a summary of losses or damages incurred by the Applicant as a result of the <b>security incident</b> , <b>system failure</b> , or <b>multimedia incident</b> . Please include a summary of any losses or damages paid by the insurers of the Applicant’s prior or current cyber risk, media liability, errors & omissions, general liability, or lawyers professional liability insurance policies:	

Was the Applicant investigated by any industry body, regulatory body, or credit card provider as a result of the **security incident, system failure, or multimedia incident**? If yes, please describe the result of the investigation including written recommendations, requirements, ongoing monitoring, fines, or penalties.

Please describe any corrective changes made to the Applicant’s business including new policies and procedures, training and education, technology, or other changes implemented by the Applicant following the **security incident, system failure, or multimedia incident**:

**Claim or Incident #2**

Date Occurred:	Date Discovered:
Please provide a description of the claim, <b>security incident, system failure, or multimedia incident</b> :	
Please provide a summary of losses or damages incurred by the Applicant as a result of the <b>security incident, system failure, or multimedia incident</b> . Please include a summary of any losses or damages paid by the insurers of the Applicant’s prior or current cyber risk, media liability, errors & omissions, general liability, or lawyers professional liability insurance policies:	
Was the Applicant investigated by any industry body, regulatory body, or credit card provider as a result of the <b>security incident, system failure, or multimedia incident</b> ? If yes, please describe the result of the investigation including written recommendations, requirements, ongoing monitoring, fines, or penalties.	
Please describe any corrective changes made to the Applicant’s business including new policies and procedures, training and education, technology, or other changes implemented by the Applicant following the <b>security incident, system failure, or multimedia incident</b> :	

***Note: If the Applicant has additional incidents or claims to disclose, please copy the “Claim or Incident” forms above onto a new page(s) for completion.***