

## Supplemental Application—Network Protection for Design Professionals

Victor Insurance Managers Inc.  
7700 Wisconsin Ave, Suite 400, Bethesda MD 20814  
Phone: (301) 961-9800 Fax: (301) 951-5444

Please send the completed and signed application to Victor at the address or fax number shown to the left. Scanned applications may also be sent to us via e-mail.

1. Principal Firm Name:

2. Website URL:  
Contact E-mail:

3. A. Desired effective date:

NOTE: Coverage cannot be bound earlier than one day following the date we receive your order to bind.

B. Inception date of your first Cyber Policy:

C. Desired Retroactive date:

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

D. **Please indicate below the desired limit and deductible of your policy:**

Limit*	Deductible				Regulatory Expense Sub-limit (no deductible)
<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000		\$5,000
<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500		\$10,000
<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$15,000		\$15,000
<input type="checkbox"/> \$750,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$25,000		\$20,000
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000		\$25,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000		\$25,000

\*Not all limits available in all states.

4. A. Who is responsible for your backup and data recovery?

- Vendor:  
 In-House  
 None

B. Who is your Internet Service Provider?

- Vendor:  
 None

C. Do you use a financial services payment vendor?

- Vendor:  
 None

### History of Claims and Complaints

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

*If Yes, how many in past 5 years?*

### Knowledge of Conditions Precipitating Claims or Complaints

6. 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?  Y  N

*If you answered "yes" to either questions 5 or 6, please provide a separate attachment to describe the date, location, nature, circumstance, loss and any subsequent preventive measures taken by you in association with the incident.*

**NOTE: 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.**

**Risk Control Self Assessment**

7. Do you implement virus controls and filtering on all systems?  Y  N
8. Do you check for security patches to your systems at least weekly and implement them within 30 days?  Y  N
9. Do you replace factory default settings to ensure your information security systems are securely configured?  Y  N
10. Do you have a way to detect unauthorized access or attempts to access sensitive information?  Y  N
11. Do you know what sensitive or private information is in your custody along with whose information it is, where it is and how to contact individuals if their information is breached?  Y  N
12. 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 if you do not allow remote access to your systems.  Y  N  N/A

**If your firm's total annual billings exceed \$5,000,000 please answer questions 13-15.**

13. Do you control and track all changes to your network to ensure that it remains secure?  Y  N
14. Do you have a prominently disclosed privacy policy and do you honor it?  Y  N  N/A
15. At least once a year, do you provide security awareness training for everyone who accesses your network?  Y  N

**If your firm's total annual billings exceed \$50,000,000 please answer questions 16-20.**

16. Do you have a company policy governing security and acceptable use of company property?  Y  N
17. Do you re-assess security threats and upgrade your risk controls in response at least yearly?  Y  N
18. Do you limit access to data on a need-to-know basis?  Y  N
19. Do you outsource your information security to a firm specializing in information security or have staff responsible for and trained in information security?  Y  N
20. On your wireless networks, do you use security at least as strong as WPA authentication and encryption? Check N/A if you do not use wireless networks.  Y  N  N/A

**Laptop Computer Compromise Coverage**

21. Do you want to include Laptop Computer Compromise?  Y  N

NOTE: In order for Laptop Compromise coverage to apply, you must have the following controls in place:

- a. Information contained on the laptop must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 compliant whole disk encryption solution
- b. The encryption keys used in the encryption described in 1 above must be generated and distributed in a manner that precludes access to such keys by unauthorized personnel; and must include a key recovery mechanism that either ensures that encrypted information can only be decrypted and accessed by authorized personnel, or requires approval by your senior management to authorize recovery of keys by anyone other than the key owner.

## REPRESENTATION

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 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 the 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.
8. Applicant has answered "yes" to all risk control questions included in the application and agrees to continuously implement these controls throughout the policy period.
9. Applicant has read the list of prohibited activities accompanying this application and that applicant's business does not involve any listed prohibited activity.

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 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.

Name of Principal, Partner or Officer:  Mr.  Mrs.  Ms.  
(Please Type or Print)

Title:

Signature: (Principal, Partner or Officer) \_\_\_\_\_

Date:

Insurance Agent Signature: \_\_\_\_\_

Date:

## LIST OF PROHIBITED ACTIVITIES

1. Activities involving adult or “mature” content, gambling and online or interstate sales of alcohol, tobacco products, firearms or weaponry.
2. Collecting or retaining others’ Social Security Numbers for any purpose other than for (a) tax reporting to governmental authorities, (b) administration of benefits plans or retired individual benefits, or (c) providing financial services or insurance to your clients.
3. Retaining credit card information after settlement of any related credit card transaction unless applicant encrypts it for storage or masks all but the last 4 digits of the credit card number.
4. 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 (a) the information is required for shipping, delivery, servicing, or installation, (b) the transaction is for a security deposit or (c) the transaction is for a cash advance.
5. Soliciting or collecting private information on minors without consent of parent or legal guardian, including “Non-public Personal Information”.
6. Delivering unsolicited content or materials to others that could be construed as “spam” or something similar (including “pop-ups”).
7. Distributing or installing software or other executable files on others’ computers or networks without their written permission (installs that could be construed as spyware, adware or something similar.)
8. Sale of private information to others.

Please confirm:

**None of the above prohibited activities are performed by the applicant.**

# Network Protection for Design Professionals Endorsement Order Form

This coverage will be issued as an endorsement to the Named Insured's professional liability policy.

Named Insured:

Broker:

Policy Number: (Please indicate the policy number of the Named Insured's professional liability policy.)

Endorsement Effective Date:

(NOTE: Coverage may not be effective sooner than one day after the date we receive your request to bind coverage.)

**Thank you for the opportunity to insure your client. To order coverage, please:**

- a. Return a copy of this Endorsement Order Form.
- b. Send a copy of the Quotation Letter generated by the excel rating tool.
- c. Send a copy of the Supplemental Application signed and dated by the Insured.

If you do *not* have an Account Current agreement with Victor, please send your net check (gross premium less commission) made payable to Victor Insurance Managers Inc. at the address listed below. Your payment must be received within 10 business days of the date coverage was ordered.

**Mail your check to:**

*For regular U.S. Postal Service:*

Victor Insurance Managers Inc.  
14288 Collections Center Drive  
Chicago, IL 60693

*For overnight packages:*

Bank of America Lockbox Services  
14288 Collections Center Drive  
Chicago, IL 60693

**Other Instructions:**

**Premium Worksheet**

Endorsement Premium\*: \$

Commission: \$

Total Due: \$

Is the premium being financed? Yes No

\*This quotation does not include any applicable premium taxes or surcharges. To estimate such taxes or surcharges, please consult the Professional Liability policy to which this endorsement will be attached, and apply the same percentage to the Endorsement Premium shown.

**The premium for this coverage will be payable as an endorsement to the Named Insured's professional liability policy.**



**Victor Insurance Managers Inc.**

Victor Insurance Services Inc. in MN | DBA in CA and NY: Victor Insurance Services | CA Ins. Lic. # 0156109

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