



# Technology Professional Liability Product

## TECHNOLOGY PROFESSIONAL LIABILITY AND PROFESSIONAL OFFICE PACKAGE APPLICATION

All questions must be answered and application must be signed by the applicant. This is an application for a claims made policy. Please read your policy carefully.

### SECTION I: BACKGROUND INFORMATION

1. Name of Insured: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date Established: \_\_\_\_\_ (Resume required if less than 3 years in business)  
Website: \_\_\_\_\_ E-mail: \_\_\_\_\_
3. Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company?  Yes  No  
If **Yes**, please provide details: \_\_\_\_\_
4. Does the Applicant have any subsidiaries?  Yes  No  
If **Yes**, please list on a separate sheet and advise if coverage is to apply to them.

### SECTION II: ORGANIZATION OPERATIONS DETAILS:

5. a. Please list in detail the professional services for which coverage is desired: \_\_\_\_\_  
\_\_\_\_\_
- b. Number of principals, partners, officers and professional employees directly engaged in providing services to clients: \_\_\_\_\_
- c. Number of independent contractors \_\_\_\_\_ is coverage for independent contractors desired?  Yes  No  
If "Yes", do all independent contractors work exclusively on behalf of the Applicant?  Yes  No
6. a. Date of applicant's current fiscal year: From \_\_\_\_\_, 20\_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_\_
- b. List total gross receipts from activities in question #5:

	Gross Receipts (U.S. & Territories)	Gross Receipts (Outside of U.S.)
Current Fiscal Year (based on 12 months, estimate if necessary):	\$ _____	\$ _____
7. Is the applicant an Internet Service, Application Service Provider, and/or does it provide collocation services, online publishing, portal, and/or services including web search engines, chat room, online database, bulletin board, online sales or auctions?  Yes  No
8. Please indicate the percentage of Applicant's gross Receipts from following. If a new business, please estimate: (Total for Sections a through d, must = 100%)
  - a. Percentage of receipts from the following categories:

Packaged Software Development:	_____	Graphics:	_____
Hardware Manufacturing:	_____	Network Architecture/Design:	_____
Packaged software and/or hardware sales:	_____	Packaged Software Installation/Configuration:	_____
Network/Computer Security:	_____	Network/Computer/Application Support:	_____
Network Cabling/Wiring:	_____	System/Network Evaluation:	_____
  - b. Percentage of receipts from the following categories:

Web Site Development:	_____	Graphics:	_____
Training and Education:	_____	Network Architecture/Design:	_____
Technical Project Management:	_____	Packaged Software Installation/Configuration:	_____
Records Management/Retrieval:	_____	Network/Computer/Application Support:	_____
Hardware Maintenance Services:	_____	System/Network Evaluation:	_____

Custom Software Development: \_\_\_\_\_ Telecommunications: \_\_\_\_\_  
 Wireless Installation/Configuration: \_\_\_\_\_ Data/Records Imaging, Warehousing or Storage: \_\_\_\_\_  
 Equipment Evaluation/Selection: \_\_\_\_\_

- c. Percentage of receipts from Web Hosting services, including receipts from re-selling a third party's hosting services, or from Web Hosting on your own servers: \_\_\_\_\_
- d. Percentage of receipts from OTHER services: \_\_\_\_\_ (Please attach description of "Other" services)
9. Percentage of the above products and/or services, including Web Hosting if applicable, that effects or enables any of the following:
- CAD/CAM design or control, robotics or process control of industrial equipment: \_\_\_\_\_
- Mechanical, electrical, chemical, civil or architectural design or engineering: \_\_\_\_\_
- Fund transfers or financial transactions or stock trading: \_\_\_\_\_
- Aircraft, air-ground equipment, military defense and/ or weaponry of any kind: \_\_\_\_\_
- Medical, dental or healthcare diagnosis, monitoring or treatment: \_\_\_\_\_
- Pharmaceutical formulation, production or prescriptions: \_\_\_\_\_
- 911 or other emergency response and/or dispatch: \_\_\_\_\_
- Energy, power plant, utility or pollution monitoring, supply or distribution: \_\_\_\_\_
- Government regulation compliance: \_\_\_\_\_
- GPS, GIS, navigation systems development, maintenance or support: \_\_\_\_\_
- Lottery, sweepstakes, gaming, online casino, or other games of chance: \_\_\_\_\_
- Internet marketing, advertising: \_\_\_\_\_
10. Is similar professional liability insurance currently in force?  Yes  No
- a. If "Yes", please provide the following: Name of Carrier, Limit, Retroactive Date, Deductible, Premium, Policy Period  
 \_\_\_\_\_
- b. If less than 3 years continuous coverage, is Full Prior Acts desired for 25% additional premium?  Yes  No

**SECTION III: CLAIMS INFORMATION:**

11. During the past 5 years, has any claim been made or suit brought against the insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees, or independent contractors?  Yes  No  
 (If "Yes", please provide details on a separate supplemental claim application)
12. Is any owner, partner, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the Insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors or independent contractors?  Yes  No  
 (If "Yes", please provide details on a separate supplemental claim application)
13. Additional Insured(s): (Please list name and relationship to applicant and if they are to be added to E&O, GL or both)  
 \_\_\_\_\_

**SECTION IV: PROFESSIONAL OFFICE PACKAGE:**

14. Has the Applicant had any General Liability claims paid, reserved or pending during the last 5 years?  Yes  No
15. a. Personal Property Limit (at 80% Coinsurance/Replacement Cost): \_\_\_\_\_  
 b. EDP Equipment Limit \$ \_\_\_\_\_
16. Property Protection Class (1-10): \_\_\_\_\_
17. Has the applicant had any property Claims Paid, Pending or reserved during the last 5 years (by year)?  Yes  No  
 If yes, please provide details.
18. Building Construction (please check one):  
 Frame - Bldg. Is made from a wood frame (2x4's/veneers)  
 Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood  
 Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel  
 Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls
19. a. Aluminum Wiring:  Yes  No  
 b. Functioning Fire/Smoke Alarms:  Yes  No  
 c. Burglar Alarms:  Yes  No

20. Is the electrical system connected to circuit breakers?:  Yes  No
21. During the last 5 years, has any property claim been made or suit been brought against the applicant?  Yes  No

#### SECTION V: HIRED/NON-OWNED AUTO INSURANCE:

22. Does organization have an automobile policy in place?  Yes  No
23. Does organization own any autos or lease any autos in excess of 30 days?  Yes  No
24. Do you provide any offsite, "at home" or "at office" computer repair or other related computer services, i.e. "Geek Squad or Fire Dog"?  Yes  No
25. Maximum number of days in a given year the applicant, including their partners and their employees rents a vehicle for business purposes? \_\_\_\_\_
26. Please indicate the number of employees using their personal automobiles for business purposes, ie. Going to clients offices? \_\_\_\_\_
27. Do any of these employees visit more than one client per day?  Yes  No  
If "Yes", please explain. \_\_\_\_\_

#### SECTION VI: REQUIRED INFORMATION

##### A. United States Liability Insurance Group Application.

**Minnesota Notice:** The clause "and/or authorization or agreement to bind the insurance" is replaced with "authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium."

**Virginia Notice:** You have an option to purchase a separate limit of liability for the extension period, Policy common conditions VII. If you do not elect this option, the limit of liability for the extension period shall be part of the and not in addition to limit specified in the declarations. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

##### **New York Disclosure Notice:**

**This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged wrongful acts that took place prior to the retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extended reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration of this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.**

**Colorado Fraud Statement:** 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.

**District of Columbia Fraud Statement: 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.

**Florida Fraud Statement:** 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.

**Kentucky Fraud Statement:** 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.

**Maine and Washington Fraud Statement:** 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.

**New Jersey Fraud Statement:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York Fraud Statement:** 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 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.

**Ohio Fraud Statement:** 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.

**Oklahoma Fraud Statement: WARNING:** 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.

**Pennsylvania Fraud Statement:** 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.

**Tennessee and Virginia Fraud Statement:** 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.

**Fraud Statement (All Other States):** 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.

If the primary address of the location listed in item #1 is in the state of **New York, Iowa or Florida**, the states of **New York, Iowa and Florida** require that we have the name and address of your (insured's) authorized Agent or Broker.

Name of authorized Agent or Broker \_\_\_\_\_

Address \_\_\_\_\_

Agent or Broker License number \_\_\_\_\_

The undersigned represents that to the best of his/her knowledge and belief the particulars and statements set forth herein are true and agrees that those particulars and statements are material to acceptance of the risk assumed by the Company. The undersigned further declares that any changes to the information contained in this application prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Company is hereby authorized, but not required to make any investigation and inquiry in connection with the information, statements and disclosures provided in this application. The decision of the Company not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Company and shall not estop the Company from relying on any statement in this application. The signing of this application does not bind the undersigned to purchase the insurance, nor does the review of this application bind the Company to issue a policy. It is understood the Company is relying on this application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

Signature: \_\_\_\_\_

(Principal, Partner, or Office of the Firm)

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_