



**Information Security  
Protection Policy**

Note: The liability insuring agreements of this policy provide claims-made coverage. Under the liability sections, if elected, "claims" must first be made against the "insured" during the "policy period" or during the applicable extended reporting period. "Insured" means any "named insured" and their "employees". "Defense expenses" are payable within, not in addition to, the limit of insurance. If issued, please read your policy carefully. The word "you" in this application refers to your organization and any entity for whom this insurance is intended.

Note: It is recommended that the person completing this Application consult with the person(s) within the company who is responsible for information/technology.

**General Information**

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Type of Business (choose one):

Corporation  Limited Liability  Partnership/Joint Venture  Other (please describe) \_\_\_\_\_

Description of Business: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Total Annual Revenue: \_\_\_\_\_

Annual revenue generated from or attributable to activities conducted via your Web site(s): \_\_\_\_\_

Web site(s) address(es): \_\_\_\_\_

E-commerce activities conducted via your Web site(s):

- Information about the company and its products and services
- Facility for users to make posting such as discussion board post, comments, feedback, and product or services reviews
- Facility to conduct text or voice chat with a representative
- Facility to order and pay for products and services online

**Coverages Requested**

Policy Period requested: From: \_\_\_\_\_ to \_\_\_\_\_

Retroactive Date requested (Insuring Agreements 1, 2, and 3 only): \_\_\_\_\_

Limits and Deductibles requested:

Insuring Agreement	Limit of Insurance	Deductible Amount
Overall Policy Aggregate		
1. Web Site Publishing Liability		
2. Security Breach Liability		
3. Programming Errors and Omission Liability		
4. Replacement or Restoration of Electronic Data		
5. Extortion Threats		
6. Business Income and Extra Expense		Monetary: \$
		Waiting period (hours):
7. Public Relations Expense		
8. Security Breach Expense		

**General Underwriting Questions**

Do you collect and/or store any of the following types of electronic data of **third parties** (e.g. customers or business partners, etc)? Check all that apply.

- Name, address, and phone numbers
- Intellectual property assets
- Unpublished financial statements
- Unpublished strategic plans
- Bank account details
- Credit, debit, or charge card
- Medical records
- Employee HR/Payroll information
- Social security number
- Money, securities, or both
- Trade secrets
- Sensitive production data

What is the estimated number of customer data that you keep electronic records of? \_\_\_\_\_

- Is the customer data encrypted? No  Yes
- Are you subject to Health Insurance Portability and Accountability Act (HIPPA) and Health Information Technology for Economic and Clinical Health Act (HITECH) law? If so, are you in compliance?
- If your organization handles credit/debit card information and is subject to PCIDSS Payment Card Industry Data Security Standards, are you in compliance?

Coverage features are summarized. Refer to the policy form and policy declarations for complete description of terms, conditions, exclusions and limits applicable to this product. Policies are underwritten by Great American Alliance Insurance Company, Great American Assurance Company, Great American Insurance Company, and Great American Insurance Company of New York. Great American®, SafePak® and Great American Insurance Group® are registered service marks of Great American Insurance Company. © 2007 by Great American Insurance Company.

**Employment Practices**

No Yes

Do you publish and distribute information technology security and privacy policies to all employees?

Do you provide training to your employees on information security awareness?

Do you conduct any of the following screening on new employees? Check all that apply

- Drug  Criminal  Credit

**Past Experience**

No Yes

Do you currently have a policy that provides coverage similar to the policy being sought?

Has any insurer ever cancelled or non-renewed a policy that provided coverages similar to the policy being sought?

In the past 2 years, have you been sued or threatened by a suit related to your website content, e-commerce activity, or computer data safety?

If so, please describe the claimant, the circumstances, the legal claim, and the status \_\_\_\_\_

Are any of the proposed insured aware of any act, error, or omission that may be reasonably expected to give rise to a claim against you?

If so, please describe: \_\_\_\_\_

**Questions for Insuring Agreement 1 Coverage Only**

No Yes

Is your Web site(s) reviewed for potential legal liability issues by internal or external counsel?

**Website contents:**

Do you provide content targeted towards children on your website?

If so, do you ever collect any personal information from children?

Does any part of your website contain material not suitable for general audience?

Who provides the content for your Web site(s)? Check all that apply.

- Your employees  Third parties  Your website users

**For Social Media Activities:**

What social media activities is your business currently involved in? (Facebook, Twitter, LinkedIn, etc.) \_\_\_\_\_

Does your business have a social medial policy?

Do you have a designated administrator for your social media site?

**For the content provided by third parties:**

Do you always obtain copyright for all text, images, audio, video, or other material used on your website?

If the website is created or maintained by a contractor, do you always obtain a Hold Harmless Agreement from the service provider?

**For the content on your website generated by your website visitors**

Do you clearly disclaim liability for the visitor generated content?

Do you act solely as a distributor of the user generated content by refraining from editing or contributing to it?

Do you immediately remove user generated content upon receiving complaint about or upon suspecting infringement of other's copyrights?

**Questions for Insuring Agreement 2 through 8 Coverages**

No Yes

**Physical Security:**

Do you control access to computer rooms using keys or keycards?

Do you have a functional intrusion alarm system?

Do you maintain a visitor's log and do you escort the visitors at all times?

Do you enforce a policy to leave desks clear of all sensitive information?

**Access Control:**

Is there a process to determine and monitor appropriate physical and system access granted to all employees?

Is there a process to promptly remove physical and system access upon departure of any individual, either an employee or a contractor?

**Record Disposal:**

Are paper records shredded when no longer needed?

Is electronic data always erased from discarded computers or storage media?

**Anti-Virus:**

No Yes

Do you subscribe to the latest anti-virus/malware/spyware products?

If yes, is this protection provided on all desktops and servers?

Is protection provided to remote users also?



**Mobile Devices:**

- Do you encrypt the data on the hard disk of laptops?
- Do you subscribe to any service that can remotely erase data on a stolen laptop?
- Is password protection enforced on smart phones (e.g. iPhone, Blackberry)?

**Firewall:**

- Do you have a network firewall?
- Does the firewall have "Deny all" as a default option?
- Unless specifically authorized, are all externally initiated connections blocked by default?
- Does the firewall keep a log of access granted/denied?
- How long are firewall logs retained?

**Remote Connections:**

- Do all remote users use a secure connection?
- Is any stronger authentication besides password utilized for remote connections (e.g. RAS keyfob, additional password, etc)?

**Information Security Assessment:**

- Do you have a person or group responsible for information security?
- Have your employees or a third party ever conducted an information security assessment on your organization?
- If yes, please describe who did the assessment, when, and what were the results? \_\_\_\_\_

**Business Continuity Plan:**

- How frequent is critical data backed up? \_\_\_\_\_
- Is the backup encrypted?
- How long are backups retained? \_\_\_\_\_
- Is at least one copy of a complete backup stored in a secure remote location?
- Do you have a business continuity plan?
- If yes, is the business continuity plan tested periodically for the expected recovery?
- How long does it take you to restore your most critical business activities? \_\_\_\_\_
- Do you have backup power options? Check all that apply.
  - Second independent power line
  - Backup generator
  - Battery backup
- Do you have two independent internet service providers with a failover plant?

**Additional Required Application Materials**

Please attach the following to this Application:

- Your latest 10k or Year End Financials (if they are not otherwise readily available)
- Results of a security audit (if available)
- Any other information that might be helpful in gaining a complete and accurate picture of your organization and its operating procedures

**NOTICE TO APPLICANT – PLEASE READ CAREFULLY**

For the purpose of this Application, the undersigned authorized officer of the organization named in **General Information** of this Application declares that to the best of the organization's knowledge the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application.

The information contained in and submitted with this Application is on file with the insurer. This Application will become a part of such policy if issued. The insurer will have relied upon this Application and its attachments in issuing this policy.

If the information in this Application materially changes prior to the effective date of the policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation.

The undersigned declares that the individuals and entities proposed for this insurance have been notified that:

- This policy applies only to "claims" first made or deemed made against an "insured" during the "policy period" or during the applicable extended reporting period; and
- The limit of liability is reduced by amounts incurred as "defense expenses" and such expenses will be subject to the deductible amount.

Words within quotation marks are defined in the insurance policy.

Misrepresentation of any material fact in this Application may be grounds for rescission of this policy.



## FRAUD STATEMENT

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.

### Arkansas Fraud Statement

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.

### 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 an 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.

### Hawaii Fraud Statement

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

### 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.

### Louisiana Fraud Statement

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.

### Maine Fraud Statement

It is a crime to knowingly provide false 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. Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### New Jersey Fraud Statement

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### New Mexico Fraud Statement

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.

### 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.

### Oregon Fraud Statement

Any person knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

### 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 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.

### 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.

\_\_\_\_\_  
Insured (Applicant)

\_\_\_\_\_  
By

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date