



# Technology Professional Package Application - All States

This application is for a Claims Made policy. Please read your policy carefully.

Applicant may qualify for an INSTANT QUOTE by completing Section I below. Answers for the balance of the application will be required prior to binding and are subject to underwriting approval.

## I. INSTANT QUOTE INFORMATION

**Instant quote is only available for accounts with no losses in the past 5 years. For account with losses, please complete the application in its entirety and submit details in a claim supplement.**

Applicant's Name: \_\_\_\_\_

Location Address: \_\_\_\_\_  Same as mailing address

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email Address of primary contact: \_\_\_\_\_

Description of Operations:

**Please indicate the percentage of gross receipts from the following list of classifications. If a new business, please estimate.**

Custom Software Development: _____%	Technical Project Management: _____%
Packaged Software Development: _____%	Database Administration: _____%
Number of licenses _____	Remote Data Back-up Services: _____%
Packaged Software Installation / Configuration: _____%	Data/Records Imaging, Warehousing or Storage: _____%
Packaged software and/or hardware sales: _____%	Business Intelligence / Reporting: _____%
Hardware Equipment Evaluation / Selection: _____%	Records Management / Retrieval: _____%
Application Service Provider: _____%	Hardware Manufacturing: _____%
System / Network Evaluation: _____%	Hardware Maintenance Services: _____%
Network Architecture / Design: _____%	Telecommunications: _____%
Network / Computer Security: _____%	Web Hosting re-selling a third party's
Network Cabling / Wiring: _____%	hosting services: _____%
Network / Computer / Application Support: _____%	Web Hosting on your own servers: _____%
Wireless Installation / Configuration: _____%	Co-location Services: _____%
Systems Optimization: _____%	Internet Service Provider: _____%
Help Desk / Call Center: _____%	Social Networking: _____%
IT Staffing: _____%	Home Theater Installation: _____%
Consulting (describe in Description of Operations): _____%	Video Production, Editing, Animation: _____%
Web Site Design / Development: _____%	Online Publishing: _____%
Search Engine Optimization: _____%	Web Search Engines: _____%
Graphic Design: _____%	Online Databases: _____%
Training and Education: _____%	Online Sales/Auctions: _____%

Other services not listed: \_\_\_\_\_%

Annual sales generated from work performed within the United States, its territories and Canada? \$ \_\_\_\_\_

Annual sales generated from work performed outside the United States, its territories and Canada? \$ \_\_\_\_\_

\$ \_\_\_\_\_ Total sales

**Principals, partners, officers:** providing professional services: \_\_\_\_\_ + not providing services: \_\_\_\_\_ = **Total principals:** \_\_\_\_\_

**Employees providing professional services (paid on W2):** Full-time: \_\_\_\_\_ + Part-time: \_\_\_\_\_ = **Total employees:** \_\_\_\_\_

**Independent Contractors (paid on 1099):** exclusively working for applicant: \_\_\_\_\_ + all other: \_\_\_\_\_ = **Total contractors:** \_\_\_\_\_

What is the earliest date of continuous Errors & Omissions liability coverage? \_\_\_ / \_\_\_ / \_\_\_  Unknown  No prior coverage  
(Referred to as a Retroactive Date on the declarations page of your policy)

**II. ELIGIBILITY CRITERIA**

1. Please indicate the percentage of your services that affect or enable any of the following:
  - Fund transfers, financial transactions, equity trading, or loan fulfillment: \_\_\_\_\_%  None
  - Video game development (provide titles and style of game): \_\_\_\_\_%
  - Lottery, sweepstakes, gaming, online casino, or other games of chance: \_\_\_\_\_%
  - Firmware or embedded software: \_\_\_\_\_%
  - Mechanical, electrical, chemical, civil or architectural design or engineering: \_\_\_\_\_%
  - Robotics or process control of industrial equipment including HVAC systems or CAD/CAM design or control: \_\_\_\_\_%
  - Physical security system installation or monitoring (including but not limited to burglar/fire alarms and camera systems): \_\_\_\_\_%
  - Global Positioning System (GPS), Geographic Information System (GIS), navigation systems development, maintenance or support: \_\_\_\_\_%
  - Aircraft, air-ground equipment, military defense and/or weaponry of any kind including classified information: \_\_\_\_\_%
  - Medical, dental or healthcare diagnosis, monitoring or treatment including electronic medical records: \_\_\_\_\_%
  - Pharmaceutical formulation, production or prescriptions including clinical data: \_\_\_\_\_%
  - 911 or other emergency response and/or dispatch: \_\_\_\_\_%
  - Energy, power plant, utility or pollution monitoring, supply or distribution: \_\_\_\_\_%
2. Does the applicant provide government regulation compliance services?  Yes  No  
 If yes, please list applicable regulations \_\_\_\_\_

**Hired & Non-owned Auto Liability**

Not Applicable

3. Does organization have a commercial automobile policy in place?  Yes  No
4. Does organization own any autos or lease any autos in excess of 30 days?  Yes  No
5. Do you provide any offsite, "at home" or "at office" computer repair or other related computer services, e.g. "Geek Squad"?  Yes  No
6. Maximum number of days in a given year the applicant, including their partners and their employees rents a vehicle for business purposes? \_\_\_\_\_
7. Please indicate the number of employees using their personal automobiles for business purposes, ie. Going to clients offices? \_\_\_\_\_
8. Do any of these employees visit more than one client per day on a regular basis?  Yes  No  
 If "Yes", please explain. \_\_\_\_\_

**III. PROPERTY INFORMATION**

9. Business Personal Property Limit \$ \_\_\_\_\_ Business Income/Extra Expense Limit \$ \_\_\_\_\_
10. Construction:  Frame  Joisted Masonry  Masonry Non-Combustible  Mod. Fire-Resistive  Fire-Resistive
11. Protection Class \_\_\_\_\_
12. What type of burglar alarm is on the premises?  Central Station  Local  None
13. Is the premises Residential or Commercial?  Residential  Commercial
14. Is 100% of the electric wiring on functioning and operating circuit breakers?  Yes  No  Not Applicable - building built since 1978
15. Is there any aluminum wiring or knob & tube wiring?  Yes  No  Not Applicable - building built since 1978
16. Are there functioning and operational smoke and/or heat detectors?  Yes  No

**IV. LOSS INFORMATION**

17. Have you initiated litigation against any of your clients in the past 5 years?  Yes  No  
 (If Yes, advise how many times you have initiated litigation in the past 5 years along with details for each.) \_\_\_\_\_

18. For Errors & Omissions, General Liability and/or Property, in the last 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*
19. 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*

**Additional Insureds / Waiver of Transfer of Rights of Recovery / Primary & Non-Contributory**

Name	Interest	Address	City, State, Zip	Coverages Needed
				<input type="checkbox"/> Additional Insured status: <input type="checkbox"/> GL <input type="checkbox"/> E&O <input type="checkbox"/> Waiver of Transfer of Rights of Recovery <input type="checkbox"/> Primary & Non-Contributory wording
				<input type="checkbox"/> Additional Insured status: <input type="checkbox"/> GL <input type="checkbox"/> E&O <input type="checkbox"/> Waiver of Transfer of Rights of Recovery <input type="checkbox"/> Primary & Non-Contributory wording
				<input type="checkbox"/> Additional Insured status: <input type="checkbox"/> GL <input type="checkbox"/> E&O <input type="checkbox"/> Waiver of Transfer of Rights of Recovery <input type="checkbox"/> Primary & Non-Contributory wording

**V. ADDITIONAL APPLICANT INFORMATION**

20. How often do you use written contracts:
- a.) With Guarantee / Warranty wording  Always  Sometimes  Never
  - b.) With heightened Standard of Care terms (such as "best services", "best practices" etc.)  Always  Sometimes  Never
  - c.) With Indemnification clause in favor of you (applicant)  Always  Sometimes  Never
  - d.) With wording for Project Phasing (such as sign-off on milestones, payment terms, etc.)  Always  Sometimes  Never
  - e.) With Limitation of Damages clauses (Dollar Value, No Consequential Damages, Exculpatory and/or No Damages for Delay)  Always  Sometimes  Never
  - f.) With a formal change order process with sign-off by both parties  Always  Sometimes  Never

21. Please provide all industry-specific certifications or designations

<u>Designation</u>	<u>Title</u>	<u>Description/Purpose</u>
_____	_____	_____
_____	_____	_____

22. Please list any involvement in professional trade associations / groups

<u>Name of Group</u>	<u>Purpose</u>	<u>Position(s) Held</u>
_____	_____	_____

23. Form of Business:  Individual  Corporation  Partnership  LLC  Other

24. What year did the business start? \_\_\_\_\_

25. Do you have any subsidiaries?  Yes  No

If yes, please list and confirm if coverage is desired for them: \_\_\_\_\_  
 \_\_\_\_\_

26. Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Prior Carrier Information:**  No prior coverage

Carrier Name	Limit	Policy Period	Retroactive Date	Premium	Deductible

**Arizona Notice:** Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

**Florida and Illinois Notice:** I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

**Minnesota Notice:** Authorization or agreement to bind the insurance may be withdrawn or modified only 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.

**Missouri Disclosure Notice:** I understand and acknowledge that **Claims Expense** or defense costs are a part of the limits of insurance for the MicroTekPak product. I also understand and acknowledge that **Claims Expense** are part of the limits of insurance for **Intellectual Property Claims** coverage, if chosen, under the Technology product. Any defense costs paid under this coverage part will reduce the available limits of insurance and may exhaust them completely. Defense costs means reasonable and necessary fees, costs and expenses resulting solely from the investigation, legal defense and legal appeal of a claim against the Insured, but excluding salaries of officers and employees of the Insurer.

**Rhode Island Disclosure Notice:** I understand and acknowledge that **Claims Expense** are a part of the Limit of Liability for the MicroTekPak product. I also understand and acknowledge that **Claims Expense** are part of the Limit of Liability for **Intellectual Property Claims** coverage, if chosen, under the Technology product. This means that Claims Expense will reduce my limits of insurance and may exhaust them completely and should that occur, I shall be liable for any further **Claims Expense**. **Claims Expense** is as defined in the DEFINITIONS section of the policy form. **Intellectual Property Claims** are as defined in Section III of the Broad Form Endorsement for the Technology product. I also understand that the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Policy Declarations.

**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 or Wrongful Employment Acts that took place prior to 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 for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period 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 extend 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 for 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.

**Utah Notice:** I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

**Virginia Notice:** This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. 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.

**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.

**Vermont 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 may be subject to fines and confinement in prison.

**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 may be guilty of a crime and may be subject to fines and confinement in prison.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail Agency Name: \_\_\_\_\_ License #: \_\_\_\_\_

Main Agency Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer 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 Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Principal, Partner, or Officer