



The Kerr Agency
 119 Maple Ave., 3rd Floor, Red Bank, NJ 07701
 Tel: 732.383.5865 - Fax: 732.383.7647
 www.thekerragency.com - ken@thekerragency.com.com

Technology Professional Package Application - All States

This application is for a **Claims Made** policy. Please read your policy carefully. Defense costs shall be applied against the deductible (except in New York).

New York Disclosure Notice: Defense costs under the MicroTekPak Professional Liability are within the limits of liability until fifty percent of the limit of liability has been used up.

Applicant may qualify for an INSTANT QUOTE by completing Section I below. Section III answers 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 accounts 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 code: _____

Web address: _____

E-mail address of primary contact: _____

Description of operations:

What does your business do? Please **check each one** that applies. Select "Other" if your business description is not listed and write a short description of the services you provide.

- Cloud providers/application service providers/software as a service What percentage of receipts are derived from this? _____ %
- Consulting/training/project management/staf ng
- Data or records storage/retrieval/back-up What percentage of receipts are derived from remote data back-up? _____ %
- Database administration
- Hardware evaluation/selection/maintenance
- Hardware manufacturing What percentage of receipts are derived from this? _____
- Help desk
- Internet service provider, search engine or online publishing/sales
- Network or computer security. What percentage of receipts are derived from this? _____
- Software development/installation/sales. If developing packaged software, please provide number of licenses _____
- Systems, network, or audio visual evaluation/design/cabling/support
- Web design/development/hosting or search engine optimization
- Other services not listed: _____

Current annual domestic revenue (United States, its territories and Canada) \$ _____

Current annual foreign revenue (outside the United States, its territories and Canada) \$ _____

\$ _____ total revenue

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 and omissions liability coverage? ___ / ___ / ___ Unknown No prior coverage
 (Referred to as a Retroactive Date on the declarations page of your policy)

II. ADDITIONAL INSURED INFORMATION

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

III. LOSS INFORMATION

- 1. Have you initiated litigation against any of your clients in the past five years? Yes No
(If "Yes," advise how many times you have initiated litigation in the past five years along with details for each.)
- 2. For errors and omissions, general liability and/or property, in the last five 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
- 3. 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

IV. ELIGIBILITY CRITERIA

- 4. Please indicate the percentage of your services that affect or enable any of the following: None
 - Credit card or other payment card transactions including POS systems _____ %
 - Fund transfers, financial transactions, equity trading or loan fulfillment: _____ %
 - Video game development (provide title and style of games): _____ %
 - 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 _____ %
 - Management or use of health or medical information including electronic 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: _____ %
- 5. Does the applicant provide government regulation compliance services? Yes No
If "Yes," please list applicable regulations. _____

V. DATA BREACH EXPENSE AND REGULATORY DEFENSE

- 6. Does the Applicant provide services to hospitals? Yes No
- 7. Does the Applicant maintain personal information* on individuals other than Applicant's employees? Yes No

* **Personal information** means information concerning an individual that is considered non-public information including but not limited to health, financial or medical information including electronic medical records, social security numbers, financial or bank account information, driver license numbers, credit card numbers and e-mail addresses.

- 8. Please select the security measures below used by Applicant to protect personal information. By signing this application, the Applicant represents that (1) the security measures selected below are fully operational and functional as of the date this Application is signed and (2) the Applicant will maintain the operation and functionality of the security measures selected below throughout the term(s) of the policy and any renewals thereof

<ul style="list-style-type: none"> <input type="checkbox"/> Encryption of all personal information on your network <input type="checkbox"/> Encryption of e-mail with personal information <input type="checkbox"/> Encryption of all mobile devices, laptops and portable media which contain personal information <input type="checkbox"/> Encryption of Back-up Storage Devices <input type="checkbox"/> Commercially available firewall protection systems <input type="checkbox"/> Anti-virus software on all internet accessible devices, mail servers, desktops, and laptops <input type="checkbox"/> Intrusion detection software <input type="checkbox"/> Regular implementation of hardware and software security updates and patches <input type="checkbox"/> Server equipment physically located in secured access area <input type="checkbox"/> Asset management program or access lists to track permissions for hardware and software <input type="checkbox"/> Regular backup of all computers, including all mobile devices, laptops and portable media, to a server <input type="checkbox"/> Written security policy addressing the use, storage and disclosure of personal information reviewed regularly by an attorney and signed by all employees 	<ul style="list-style-type: none"> <input type="checkbox"/> Procedures to regularly purge data containing personal information from internet-connected systems <input type="checkbox"/> Secure password protection for all employees including: <ul style="list-style-type: none"> <input type="checkbox"/> Contains non-alphanumeric characters <input type="checkbox"/> At least 8 characters long <input type="checkbox"/> Does not contain login name or user's birthdate <input type="checkbox"/> Contains a variation of capital and lower case letters <input type="checkbox"/> Deactivation of passwords of terminated employees <input type="checkbox"/> Permanent removal of personal information no longer required from hard drives and storage media prior to discard or sale <input type="checkbox"/> Paper records shredded prior to disposal <input type="checkbox"/> Require third party providers to have minimum security measures for the use, storage and disclosure of personal information shared between them and the applicant <input type="checkbox"/> Contracts with third party providers provide for indemnification of the Applicant for the unauthorized use or disclosure of stored personal information on their network
--	---

For any security measure NOT checked above, explain (1) why the Applicant does not use the measure or (2) whether the Applicant uses alternative measures that provide equal or better protection.

9. Have any regulatory, governmental or administrative action(s) been brought against the Applicant involving the use or disclosure of personal information? Yes No
10. Is the applicant aware of any data breach that has or may result in unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? Yes No
11. Has the Applicant received or is it aware of any complaint, notice or claim involving a data breach resulting in the unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? Yes No
12. If the applicant provides services that are involved in credit card or other payment card transactions, is the applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)? Yes No

If "No", please explain: _____

VI. HIRED & NON-OWNED AUTO LIABILITY Not Applicable

13. Does organization have a commercial automobile policy in place? Yes No
14. Does organization own any autos or lease any autos in excess of 30 days? Yes No
15. Do you provide any offsite "at home" or "at office" computer repair or other related computer services, e.g. "Geek Squad"? Yes No
16. Maximum number of days in a given year the applicant, including their partners and their employees rents a vehicle for business purposes _____
17. Please indicate the number of employees using their personal automobiles for business purposes, ie. going to clients offices: _____
18. Do any of these employees visit more than one client per day on a regular basis? Yes No

If "Yes," please explain. _____

VII. PROPERTY INFORMATION

19. Business personal property limit \$ _____ Business income/extra expense limit \$ _____
20. Age of building where you are located _____
21. What type of burglar alarm is on the premises? Central station Local None
22. Is the premises residential or commercial? Residential Commercial
23. Are there functioning and operational smoke and/or heat detectors? Yes No

VIII. ADDITIONAL APPLICANT INFORMATION

24. What year did the business start? _____ Provide years of experience: _____

25. Please provide all industry-specific certifications or designations

Designation	Title	Description/Purpose
_____	_____	_____
_____	_____	_____

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

Name of Group	Purpose	Position(s) Held
_____	_____	_____
_____	_____	_____

27. How often do you use written contracts:
- | | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
|---|---------------------------------|------------------------------------|--------------------------------|
| a.)With guarantee/warranty wording | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
| b.)With heightened standard of care terms (such as "best services", "best practices" etc.) | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
| c.)With indemnification clause in favor of you (applicant) | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
| d.)With wording for project phasing (such as sign-off on milestones, payment terms, etc.) | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
| e.)With limitation of damages clauses (dollar value, no consequential damages, exculpatory and/or no damages for delay) | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |
| f.)With a formal change order process with sign-off by both parties | <input type="checkbox"/> Always | <input type="checkbox"/> Sometimes | <input type="checkbox"/> Never |

28. Form of business: Individual Corporation Partnership LLC Other

29. Do you have any subsidiaries? Yes No

If "Yes," please list and confirm if coverage is desired for them: _____

30. Applicant's mailing address: _____

City: _____ State: _____ Zip code: _____

Contact name: _____ Phone: _____

Carrier Name	Limit	Policy Period	Retroactive Date	Premium	Deductible
	\$			\$	\$
	\$			\$	\$

FRAUD STATEMENTS

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.

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.

Florida Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida Fraud Statement: You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

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.

Kansas Fraud Statement: 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 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 may be guilty of a crime and may be subject to fines and confinement in prison.

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 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. A binder may not be withdrawn but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

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.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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.

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.

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 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.

North Dakota Fraud Statement: Notice to North Dakota applicants – Any person who knowingly and with the intent to defraud and 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.

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.

Ohio Notice: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company

are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. I understand that any material misrepresentation or omission made by me on this application may act to render any contract of insurance null and without effect or provide the company the right to rescind it.

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.

Oregon Fraud Statement: Notice to Oregon 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 may be guilty of insurance fraud.

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.

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.

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.

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.

Virginia Fraud Statement: Any person who knowingly and with intent to defraud an insurer, submits an Application for insurance or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Utah 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.

Washington Fraud Statement: Any person, who, knowing it to be such:

(1) Presents, or causes to be presented, a false or fraudulent claim or any proof in support of such a claim, for the payment of a Loss under a contract of insurance; or

(2) Prepares, makes, or subscribes any false or fraudulent account, certificate, affidavit, or proof of Loss, or other document or writing, with intent that it be presented or used in support of such a claim, is guilty of a gross misdemeanor, or if such claim is in excess of one thousand five hundred dollars, of a class C felony.

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

Retail agency name: _____ License#: _____

Agent's signature: _____ Main agency phone number _____
(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

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 stop 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 there with, shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

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.

Signature: _____
(Principal, Partner, or Officer of the Firm)

Title: _____

Date: _____