

Montana Coverage Application

DEFENSE WITHIN LIMITS: The amount of money available under the policy to pay settlements or judgements will be reduced and may be exhausted by defense expenses, including but not limited to fees paid to attorneys to defend you.

NOTICE: THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

Whenever used in this Application, the term "Applicant" shall mean the Named Insured and all subsidiaries or other organizations applying for coverage, unless otherwise stated.

The Applicant must complete the relevant sections of this Application and of any applicable Supplemental Application in accordance with the specific coverages requested, along with any additional underwriting information or attachments as indicated.

PLEASE ATTACH THE FOLLOWING WITH SUBMISSION:

- Copy of current policy Declarations page
- Copy of current policy forms list
- Copy of your standard customer contract, purchase order, or licensing agreement
- Copy of largest contract
- Three (3) year currently evaluated detail loss runs

I. GENERAL INFORMATION

Insured Name: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Website: _____
 Date Business Started: _____ Number of Employees: _____

II. CURRENT INSURANCE PROGRAM

Please provide information regarding your current insurance program:

| Coverage | Current Program | | | |
|------------------------------------|-----------------|-----------|------------------|----------|
| | Limit | Retention | Retroactive Date | Premium |
| Errors & Omissions Liability | \$ _____ | \$ _____ | _____ | \$ _____ |
| Cyber & Privacy Security Liability | \$ _____ | \$ _____ | _____ | \$ _____ |
| Personal Injury Liability | \$ _____ | \$ _____ | _____ | \$ _____ |
| Media & Content Liability | \$ _____ | \$ _____ | _____ | \$ _____ |

III. GENERAL UNDERWRITING INFORMATION

1. Describe your operations and list your products and services:

2. Anticipated total annual revenues for the next twelve (12) months: \$ _____

3. What percentage of your total revenue was from foreign sales? _____%

4. In the past twelve (12) months, check any of the following that have occurred:

- Merger Acquisition Newly formed entity
 Name change (no M&A) New products or services

If so, please provide details: _____

5. Have you discontinued or ceased providing support for any products or services in the last three (3) years? _____

If yes, please provide details: _____

6. Do you anticipate any significant changes in the nature of your business over the next twelve (12) months? _____

If yes, please provide details: _____

7. In the past three (3) years:

- a. Have you received any claims or suits resulting from your products or services, or are you aware of any actual or alleged facts or circumstances that could reasonably be expected to give rise to a claim under this policy? _____
- b. Have you sued a customer for failure to pay for products or services? _____
- c. Have you notified consumers or a third party of a security breach incident? _____
- d. Have you experienced an actual or attempted extortion demand with respect to your computer system, an unscheduled network outage lasting over four hours, or has your system or website been used in any type of security incident or attack (viruses, denial of services attacks, etc.)? _____
- e. Have you had any policy declined, cancelled, or non-renewed? (Not applicable in Missouri) _____

If you answered Yes to any of Questions 7. above, please provide details below and provide any relevant documentation:

IV. ERRORS & OMISSIONS LIABILITY COVERAGE

1. Please indicate your desired Errors & Omissions Liability Limit of Insurance, Retention, and Retroactive Date:

| Limit of Insurance | Retention | Retroactive Date |
|--------------------|-----------|------------------|
| \$ _____ | \$ _____ | _____ |

2. How long have your products or services been on the market? _____

3. What percentage of revenue is applicable to the following end user(s) of your products and services?

| End User(s) | Percentage of Revenue |
|---|-----------------------|
| Individual | _____ % |
| Commercial Entity | _____ % |
| U.S. Local or State Government, Agency, or Military | _____ % |
| U.S. Federal Government, Agency, or Military | _____ % |
| <i>If you generate revenue for the U.S. U.S. Federal Government, Agency, or Military, please answer the following:</i> | |
| Your work as a prime contractor | _____ % |
| Your work as a subcontractor to a prime contractor | _____ % |
| Do you primarily use Federal Acquisition Regulation (FAR) contracts or insure that FAR flow-down provisions are included within contracts you sign? | _____ |

4. Do you have a quality control/assurance program? _____

If yes, please check all that apply:

| | | | |
|---|--|--|--|
| <input type="checkbox"/> Formalized | <input type="checkbox"/> Prototype Development | <input type="checkbox"/> Verification Testing | <input type="checkbox"/> Product Recall Plan |
| <input type="checkbox"/> Statistical Process Control | | <input type="checkbox"/> Vendor approval and certification process | |
| <input type="checkbox"/> Product Change control procedures and signoff | | | |
| <input type="checkbox"/> Maintenance of error/problem/downtime for log of life service | | | |
| <input type="checkbox"/> Pre-release/pre-dissemination testing to protect customers from malicious code, security vulnerabilities, bugs, or problems in your services | | | |
| <input type="checkbox"/> All beta testers acknowledge pre-release software for testing purposes only and not suitable for production use | | | |
| <input type="checkbox"/> Customer sign off: <input type="checkbox"/> Milestones <input type="checkbox"/> Final acceptance | | | |
| <input type="checkbox"/> Documentation retention plan | | | |
| <i>If so, please specify:</i> _____ Months _____ Years <input type="checkbox"/> Unlimited | | | |
| <input type="checkbox"/> Validation testing: | | | |
| <input type="checkbox"/> Component | <input type="checkbox"/> Integration | <input type="checkbox"/> System | <input type="checkbox"/> Pilot |
| <input type="checkbox"/> Acceptance | <input type="checkbox"/> Alpha | <input type="checkbox"/> Beta | |
| <input type="checkbox"/> End-user product or service training: | | | |
| <input type="checkbox"/> Formalized/documented | <input type="checkbox"/> User guide | <input type="checkbox"/> Manuals | <input type="checkbox"/> Webinars |
| <input type="checkbox"/> Certification | <input type="checkbox"/> Annual On-Site Training | | |

5. Do you have a customer management program? _____

If so, please check all that apply:

- Customer complaint resolution, including escalation procedures
- Customer notification plan for discontinuance of product, service, or support
- Formal customer notification plan to address any bugs, anomalies, problems, etc. discovered in products or services

6. How long would it take for you to notify all your customers of an issue with your product or service?

7. Have you ever had to recall any of your products? _____
If so, please provide details: _____
8. If you perform services that require you to modify information security protection in order to perform your services, do you have a formal procedure to ensure all applicable information security protections are operational upon completion of your services? _____
If yes, please answer the following questions:
- a. Does this procedure include testing to verify security protections are operational? _____
- b. Do you have a formal process that requires your customer to verify protections are operational? _____
9. If you are an equipment or component manufacturer, what percentage of your products do you test?
 Percentage of all products _____% Percentage of batch/lot _____%
10. If you use or sell products provided by third party vendors, what are your testing procedures for third party supplied products?
11. Does your customer test all products prior to final acceptance? _____
If no, what percentage of your products does your customer test prior to acceptable? _____%
12. Do you warrant or guarantee any standards of performance for your products or services? _____
If yes, please check all that apply:
- Delivery Completion timeframes Availability
 Durability Quality Volume of transactions
 Product change control procedures and sign off
 Maintenance of error/problem/downtime log for life of service
 Other (Please specify): _____

V. CONTRACTS

1. Describe your five (5) largest projects or jobs during the past three (3) years:

| Client Name | Product/Service Provided | Annual Revenue from Project/Job | Length of Contract | Actual/Expected Completion Date |
|-------------|--------------------------|---------------------------------|--------------------|---------------------------------|
| _____ | _____ | \$ _____ | _____ months | _____ |
| _____ | _____ | \$ _____ | _____ months | _____ |
| _____ | _____ | \$ _____ | _____ months | _____ |
| _____ | _____ | \$ _____ | _____ months | _____ |

2. Do you use your standard contract with customers? _____
If yes, please answer the following questions:
- a. Which of the following provisions are included in your contractual agreements?
Check all that apply:
- Arbitration clause Disclaimer of warranties Force majeure

- | | | |
|--|--|--|
| <input type="checkbox"/> Hold harmless | <input type="checkbox"/> Indemnification | <input type="checkbox"/> Integration clause |
| <input type="checkbox"/> Limitation of consequential damages | | <input type="checkbox"/> Limitation of liability |
| <input type="checkbox"/> Performance milestones/schedule of work | | <input type="checkbox"/> Statement of work |

b. If any contractual provisions are selected above, were they written in your favor? _____

3. What percentage of revenue is derived from your products or services that are sold or provided using non-standard or customer supplied contract? _____%
4. Does legal review your contracts, purchase orders, or licensing agreements? _____
5. Does legal review deviations to your contracts, purchase orders, or licensing agreements? _____
6. Please provide the following regarding Customer Contracts:
- Size of average contract: \$ _____ Length of average contract: _____ months
- Size of largest contract: \$ _____ Length of longest contract: _____ months

VI. SUBCONTRACTORS

N/A

1. If you use subcontractors, what percentage of your projected revenue is derived from the work or services provided by subcontractors? _____%
2. What products or services do your subcontractors provide? _____
3. Do you use a standard contract or agreement with all subcontractors? _____
4. Are your subcontractors required to carry Errors & Omissions insurance at least equivalent to your limit of coverage? _____

VII. CYBER & PRIVACY SECURITY / FIRST-PARTY COVERAGE

N/A

1. Please indicate your desired Cyber & Privacy Security / First-Party Coverage Limit of Insurance and Retroactive Date:

| Limit of Insurance | Retroactive Date |
|--------------------|------------------|
| \$ _____ | _____ |

2. Please indicate the type and number of unique records collected/maintained by you or by others on your behalf:
Check all that apply:

| Type of Information | Number of Records |
|---|-------------------|
| <input type="checkbox"/> Biometric information | _____ |
| <input type="checkbox"/> Financial account numbers | _____ |
| <input type="checkbox"/> Other personally identifying information (i.e., social security numbers, passport numbers, etc.) | _____ |
| <input type="checkbox"/> Protected health information | _____ |
| <input type="checkbox"/> Credit card numbers | _____ |
| <input type="checkbox"/> Other information not described above (i.e., name, address, telephone numbers, etc.) | _____ |

3. If you were to suffer a security incident or attack (i.e., virus, denial of service, etc.), how would you categorize the downstream result to your customers? _____

4. Which of the following security procedures do you have in place? *Check all that apply.*
- Written information security program (WISP) Written incident response plan Designated Chief Information Security Officer or equivalent
5. Information Security Training: Which of the following best describes your information security program, privacy policy, and employee training program?
- Formal and documented information security program and privacy policy; Written and executed employee training program to safeguard personal and confidential business information.
- Formal but undocumented information security program and privacy policy; Formal but not written employee training program to safeguard personal and confidential business information.
- Informal and undocumented information security program and privacy policy; No executable or written employee training program to safeguard personal and confidential information.
- None; No information security program, privacy policy, and employee training program in place.
6. **Customer Base:** From which of the following customer bases do you service most of your revenue? (Select one) _____
7. **Back-ups:** Which of the following best describes how often you back-up your critical data and systems? (Select one) _____
8. **Background Checks:** Which of the following best describes the background checks you conduct on employees with access to sensitive data and systems? (Select one) _____
9. **Patching and Updates:** Which of the following best describes the patching and updates procedures you have in place for your internal systems, software, computers, and devices? (Select one) _____
10. **Firewalls:** Which of the following best describes the firewalls you have in place to protect your network? (Select one) _____
11. **Antivirus and Intrusion Detection Software:** Which of the following best describes the antivirus and intrusion detection software you have in place to protect your computers and networks? (Select one) _____
12. **Network Security:** Which of the following best describes your network security when employees work remotely? (Select one) _____
13. **Email Security:** Which of the following best describes your company's email security? (Select one) _____
14. **Encryption:** Which of the following best describes how you use encryption to protect your company's data? (Select one) _____
15. **Access:** Which of the following best describes the access your employees and third parties are issued when accessing your computer systems and information? (Select one) _____
16. **Data Destruction:** Which of the following best describes your data and equipment destruction policy? (Select one) _____
17. If user information is collected on your website, do users have the option to opt-in or opt-out of allowing the collection or use of their information? _____
18. Do you have a disaster recovery plan for your computer system including computer, computer network, hardware, software, telephone system, firmware, and data? _____
- If yes, has the plan been fully documented and tested at least annually?* _____
19. Are security requirements and responsibilities for sensitive and confidential information addressed in your contract or agreements with vendors, partners, subcontractors, independent contractors, and other third parties? _____

20. Is multi-factor authentication enforced on all systems? _____
21. Are your vendors with access to data or systems required to carry Errors and Omissions insurance with a limit of insurance at least equal to your policy's limit of insurance? _____

VIII. PERSONAL INJURY LIABILITY

N/A

1. Please indicate your desired Personal Injury Liability Limit of Insurance and Retroactive Date:

| Limit of Insurance | Retroactive Date |
|--------------------|------------------|
| \$ _____ | _____ |

2. Do you sell or share personal and/or confidential information gathered from customers or others? This includes information gathered from your website or by other means. _____
If yes, do you notify and obtain the consent of customers or others prior to disseminating this information? _____
3. Do you monitor your chat room, bulletin board, or social media sites? _____
4. How quickly do you remove content and posts when you are notified that they are unacceptable or infringing? _____

IX. MEDIA AND CONTENT LIABILITY

N/A

1. Please indicate your desired Media & Content Liability Limit of Insurance and Retroactive Date:

| Limit of Insurance | Retroactive Date |
|--------------------|------------------|
| \$ _____ | _____ |

2. Do you have intellectual property or business methods clearance procedures? _____
- If so, please check all that apply:*
- Vendor approval and certification process
 - Legal review of all referral and affiliate program agreements
 - Permission from owners of sites you link to or frame
 - Permission to use and legal review of the trademarks and/or service marks of others
 - Legal review of all licensing and/or cross-licensing agreements
 - Legal review performed with respect to laws in jurisdictions outside of the U.S.
 - Disclaimers on your website pertaining to content made available or disseminated
 - The acquisition of all the necessary rights, licenses, releases and consents applicable to content or services created or provided by you or by third parties
 - New hire and independent contractor agreements include signed statements that new employees and contractors will not disseminate or use any previous employer's or client's trade secrets or other intellectual property.
 - The contractual acquisition of all rights (including electronic rights) to work done for you by third parties, including hold harmless and indemnification clauses, which inure to your benefit pertaining to that work
 - Trademark and/or service mark searches and clearances for all your: (Check all that apply)
 - Domain names
 - Service names, designs, or logos

- Content searches and clearances performed by your: (Check all that apply)
 - Legal counsel Professional search company Computerized database search
- Legal review of the following performed prior to release, use, dissemination of or modification to regardless of the medium: (Check all that apply)
 - Content Websites Business methods
 - Work services Product technology used Generative AI Output
 - Advertising and marketing material

3. If you are an Internet Service Provider, are you compliant with the Digital Millennium Copyright Act? _____

X. PAYMENT CARD EXPENSE COVERAGE N/A

- 1. Do you outsource all payment processing to a PCI-DSS validated merchant or other entity? _____
- 2. What are you estimated number of transactions in a 12-month period? _____
- 3. Have you been PCI certified in the past 12 months? _____

XI. SOCIAL ENGINEERING COVERAGE N/A

- 1. Do you provide social engineering training at least annually to employees with wire transfer or accounts payable authority, educating them on how to detect and identify social engineering scams involving fraudulent emails or phone calls from a purported:
 - a. Vendor or client requesting their vendor or client bank account information be changed? _____
 - b. Owner or employee of applicant requesting a wire transfer be made on their behalf? _____
- 2. Do you have written and documented procedures in place that are provided to your employees and require them to authenticate all requested changes to vendor/supplier information (such as account, routing number, and contact information) with a phone call to an authorized representative of the vendor/supplier, using a phone number provided at the time of contracting? _____

XII. BUSINESS INCOME LOSS & EXTRA EXPENSE – SYSTEMS FAILURE N/A

1. Please indicate your desired Business Income Loss & Extra Expense – Systems Failure Coverage Type, Limit of Insurance, and Waiting Period:

| Coverage Type | Limit of Insurance | Waiting Period |
|---|--------------------|----------------|
| <input type="checkbox"/> Business Income Loss & Extra Expense – Systems Failure Coverage | \$ _____ | _____ |
| <input type="checkbox"/> Contingent Business Income Loss & Extra Expense – Systems Failure Coverage | \$ _____ | _____ |

2. Have you suffered an unplanned (non-malicious) outage in the past 24 months? _____
If yes, please explain: _____

3. Do you have any single source providers of raw materials, products, or services which are critical to your business? _____

If yes, please explain: _____

4. Have you identified back-up contract providers for such critical products or services? _____

If yes, please list your providers: _____

5. How long would it take you back-up contract providers to be up and running to provide you with your critical products or services?

XIII. PRIOR KNOWLEDGE AND APPLICANT REPRESENTATION

The Applicant must answer the prior knowledge question below:

- For any Liability Coverage Part for which coverage is requested and is not currently purchased; or
- If the Applicant is requesting higher limits than are currently purchased,

Is any Applicant proposed for coverage aware of any fact, circumstance, or situation that might reasonably be expected to result in a Claim that would fall within the scope of the proposed Liability Coverage Parts? _____

If yes, please attach a full description of the details.

XIV. MATERIAL CHANGE

If any of the Applicants discover or become aware of any significant change in the condition of the Applicant between the date of this Application and the policy inception date, which would render the Application inaccurate or incomplete including but not limited to a new Claim or other matter to be reported, notice of such change will be reported in writing to us immediately and any outstanding quotation may be modified or withdrawn.

XV. DECLARATIONS, NOTICES, AND SIGNATURES

[The submission of this Application does not obligate the Insurer to issue, or the Applicant to purchase, a policy. The Applicant will be advised if the Application for coverage is accepted. The Applicant hereby authorizes the Insurer to make any inquiry in connection with this Application.

The undersigned, acting on behalf of all Applicants, declare that to the best of their knowledge and belief, after reasonable inquiry, the statements set forth in this Application and in any attachments or other documents submitted with the Application are true and complete and were made to obtain requested information from each and every Applicant proposed for this insurance to facilitate the proper and accurate completion of this Application.

The undersigned agree that the information provided in this Application and any material submitted herewith are the representations of all the Applicants and the basis for issuance of the insurance policy should a policy providing the requested coverage be issued, and that the Insurer will have relied on all such materials in issuing any such policy. The undersigned further agree that the Application and any material submitted herewith shall be considered attached to and a part of the policy. Any material submitted with the Application shall be maintained on file (either electronically or paper) with us.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Insurer under any policy, of a Claim or potential Claim.

GENERAL FRAUD NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly provides false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, NEW MEXICO, RHODE ISLAND AND WEST

VIRGINIA: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA: For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: 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.

FLORIDA AND OKLAHOMA: 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 in FL).

KANSAS: 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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 commits a fraudulent insurance act.

KENTUCKY, OHIO AND PENNSYLVANIA: 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.

MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: 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 and denial of insurance benefits. *Applies in ME Only.

NEW HAMPSHIRE AND NEW JERSEY: Any person who includes any false or misleading information to the best of her/his knowledge on an application for an insurance policy is subject to criminal and civil penalties.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

PUERTO RICO: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

VERMONT FRAUD NOTICE: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NEW YORK: 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 civil penalties not to exceed five thousand dollars and the stated value of the claim for each such violation.

Note: This application must be signed by the chief executive officer or chief financial officer of the Applicant acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Date

Signature/Title

(mm/dd/yyyy)

(Chief Executive Officer, President, Chief Financial Officer, Managing Partner or Owner)

Produced by:

Producer: _____ Agency: _____

Taxpayer ID: _____ License Number: _____ Email: _____

Address (Street, City, State, Zip): _____