



Executive Risk Insurance Services Limited

PRIVACY, NETWORK LIABILITY AND PAYMENT CARD INDUSTRY INSURANCE APPLICATION

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. THE POLICY ALSO PROVIDES THAT THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

In the event more space is needed to fully answer a question, please attach separate sheet(s) to this Application with the full answer.

Please attach copies of:

1. PCI-DSS self assessment questionnaire
2. Sample indemnity agreements with third parties for privacy violations or security breaches caused by the third party.

I. PCI COMPLIANCE INFORMATION

Are you PCI-DSS compliant? Yes No

If "Yes", please complete section II. EXPOSURE INFORMATION

Do you expect to be compliant within 3 months? Yes No

If "Yes", please provide details of non compliance including reasons for non-compliance and timeline to become Compliant and then complete section II. EXPOSURE INFORMATION:

If "No", please complete the full ERIS privacy and network liability application.

II. EXPOSURE INFORMATION

- a) How many payment card transactions in the most recent accounting year and what was the average transaction value?
- b) What were the past accounting year total revenues?
- c) Does the applicant use encryption technology (specify what level) for protected personal information?



- d) Does the applicant use encryption technology for all data stored on mobile devices?
- e) How many employees does the applicant have?
- f) How many employees have access to sensitive personal information?
- g) Has the Applicant suffered any loss or has any claim whether successful or not ever been made against the Applicant that would be covered by this insurance (includes all pending or prior claims, demand, suit, arbitration, litigation, bankruptcy, administrative proceeding or regulatory proceeding)?
- h) Does the Applicant have knowledge or information concerning any act, error, omission, fact, circumstance, matter, incident or occurrence that could reasonably be expected to give rise to a claim or loss under the insurance sought?
- i) Does the applicant receive contractual indemnities from its vendors in all cases? If not, please explain:



The undersigned persons declare that to the best of their knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every Director or Officer or Trustee proposed for this insurance to facilitate the proper and accurate completion of this APPLICATION. The undersigned further agrees that, if between the date of this APPLICATION and the effective date of this Policy, (1) any material change in the condition of the Applicant is discovered, or (2) there is any material change in the answers to the questions contained herein, either of which would render this APPLICATION inaccurate or incomplete, notice of such change will be reported to the Underwriting Manager immediately and if necessary any outstanding quotation may be modified or withdrawn.

The signing of this APPLICATION does not bind the undersigned to purchase this insurance, but it is agreed by the Applicant and all persons proposed for this insurance that the particulars and statements contained in this APPLICATION and attachments and materials submitted with this APPLICATION (which shall be retained on file by the Underwriting Manager and shall be deemed attached to the Policy, if insurance is provided, as if physically attached thereto) are true and correct and will be the basis of the Policy and will be considered as incorporated in and constituting part of this Policy. It is further agreed by the Applicant and all persons proposed for this insurance that such particulars and statements are material to the decision to provide this insurance and that any Policy will be issued in reliance upon the truth of such particulars and statements. All such particulars and statements shall be construed as a separate APPLICATION for coverage by each person and no statement or omission in this APPLICATION or materials submitted with it, or knowledge possessed by any person shall be imputed to any other person for the purpose of determining if coverage is available. Statements or omissions in this APPLICATION or the attachments and materials submitted with it, or knowledge possessed by any of the Chief Executive Officer, Chief Financial Officer, Chief Privacy Officer, Chief Technology Officer (or any equivalent position) and any Director shall be imputed to the **Insured Organization** and any **Subsidiaries** for the purpose of determining coverage under the Policy.

PLEASE NOTE: ONLY DULY APPOINTED LICENSED BROKERS ARE AUTHORIZED TO SOLICIT APPLICATIONS FOR COVERAGE. BROKERS ARE NOT AUTHORIZED TO BIND COVERAGE. NO COVERAGE SHALL BE PROVIDED UNLESS THE UNDERWRITING MANAGER ACCEPTS THE APPLICATION AND BINDS THE COVERAGE. TAXES DUE UPON THE INCEPTION DATE OF THE POLICY ARE THE RESPONSIBILITY OF THE APPLICANT.

False information:

Any person who, knowingly and with intent to defraud any insurance company or other person, files an Application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime.

This clause applies to the Province of Quebec only

It is the express wish of all parties that this application and any related documents be drawn up and executed in English. Les parties conviennent que la presente proposition et tous les documents s'y rattachant soient rédigés et signés en anglais.

Signature of Risk Manager

Signature of Chief Privacy Officer or Chief
Financial Officer

Date:

Date: