



## **Donald Gaddis Co., Inc.**

Wholesale E&S Lines Insurance Brokers

150 S. Wacker Drive, Suite 600, Chicago, IL 60606

### **AFB MEDIA TECH®**

#### **PROFESSIONAL AND TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE POLICY**

#### **AFB TECHNOLOGY SERVICES, TECHNOLOGY PRODUCTS AND PROFESSIONAL LIABILITY INSURANCE POLICY**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 7. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE INSURER IS NOT OBLIGATED TO PAY ANY DAMAGES AND/OR CLAIMS EXPENSES AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF DAMAGES AND/OR CLAIMS EXPENSES. PLEASE READ THIS POLICY CAREFULLY.**

**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER.**

**MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR ANY ACTS, ERRORS OR OMISSIONS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information and supplemental forms. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

1. APPLICANT NAME:

Address:		State of Incorporation:	
		Email:	
Telephone:		Website URL's:	
Fax:			

2. The following officer of the Applicant is designated to receive any and all notices from the Insurer or its authorized representative(s) concerning this insurance:

\_\_\_\_\_

3. The Applicant has continuously been in business since: \_\_\_\_\_/\_\_\_\_\_  
(Month) (Year)

4. GROSS REVENUES

For calendar year \_\_\_\_\_, or fiscal year ending day: \_\_\_\_\_/mo: \_\_\_\_\_.

Last year: \_\_\_\_\_ This year (est.): \_\_\_\_\_ Next year (est.): \_\_\_\_\_

Estimated non-US/Canada revenues for current year \$ \_\_\_\_\_

5. Limit Requested \$ \_\_\_\_\_ Deductible Requested \$ \_\_\_\_\_

6. **POLICY PERIOD REQUESTED**

From \_\_\_\_\_ to \_\_\_\_\_ both days at 12:01 a.m. at the principal address of the Applicant.

7. Please describe in detail 1) the nature and types of professional and/or technology services the Applicant is engaged in; and 2) the types of Technology Products developed, manufactured, licensed or sold by the Applicant.

\_\_\_\_\_

8. Are significant changes in the nature or size of the Applicant's business anticipated over the next twelve (12) months? Or have there been any such changes in the past twelve (12) months?  
 Yes  No

If Yes, please explain:

\_\_\_\_\_

9. Has the Applicant in the past twelve (12) months completed or agreed to, or does it contemplate within the next twelve (12) months, a merger, acquisition, consolidation, whether or not such transactions were or will be completed?  Yes  No  
 If Yes, attach details.

10. Please indicate the Applicant's four largest jobs/projects during the past two (2) years:

Client	Product/Service	Contract Revenues for this year/total contract
_____	_____	_____ / _____
_____	_____	_____ / _____
_____	_____	_____ / _____
_____	_____	_____ / _____

11. Indicate the percentage of the Applicant's revenue expected *this year* from the following: (Please answer for all that apply.) Please note that the total must equal one hundred percent (100%).

	Revenue %		Revenue %		Revenue %
a. Packaged Software Development and Licensing	_____	g. IT and Business Process Outsourcing	_____	m. Other internet services (please explain)	_____
b. Custom Software Development	_____	h. Media Content and Data Sales, Subscriptions and Licenses	_____	n. Technology Products sales and maintenance (other than software)	_____
c. Software Maintenance and Support	_____	i. Revenues from ISP and Email services	_____	o. Application Service Provider	_____
d. Computer and Software Systems Implementation/Installation/Integration	_____	j. Website hosting and collocation services	_____	p. Other services or products (please explain)	_____
e. IT Consulting, Including Consulting on Hardware and/or Software System Design/Purchase	_____	k. Advertising and Referral Revenues	_____		
f. Data and Transaction Processing	_____	l. Telecommunication Services	_____		

12. What is the Applicant firm's average size contract in terms of total contract revenue? \_\_\_\_\_

13. Does the Applicant have any contracts that represent more than five percent (5%) of the firm's annual revenues?

Yes  No

If Yes, attach details.

14. Please indicate the major software applications and receipts attributable to:

Nature	Market/Use		Total Receipts %
	Home Use %	Commercial Use %	
a) Administrative (sales data, lists, etc)	_____	_____	_____
b) Accounting (payroll, receivables, payables)	_____	_____	_____
c) Financial (savings, checking, loan, dividend accounts)	_____	_____	_____
d) Inventory Control	_____	_____	_____
e) Scientific	_____	_____	_____
f) Graphics	_____	_____	_____
g) Architectural (Model building projection)	_____	_____	_____
h) CAD/CAM: Manufacturing/Engineering tools	_____	_____	_____
i) CASE: Application development tools	_____	_____	_____
j) Communications: Utilities/Info Services	_____	_____	_____
k) Fund Transfer	_____	_____	_____
l) Medical	_____	_____	_____
m) Educational	_____	_____	_____
n) Facilities Management	_____	_____	_____
o) Office Automation	_____	_____	_____
p) Database Management Systems	_____	_____	_____
q) LAN/Network	_____	_____	_____
r) Imaging	_____	_____	_____
s) Gatekeeper	_____	_____	_____
t) Game Development	_____	_____	_____
u) Other (please explain)	_____	_____	_____

15. Indicate the market(s) for the Applicant's products/services. Please note that the total must equal one hundred percent (100%).

	% of Applicant's Receipts
Aerospace	_____
Communications/Transportation	_____
Construction/Mining/Agriculture	_____
Education	_____
Financial Institutions	_____
Government (US Federal)	_____
Government (other)	_____
Health Care/Medical Services	_____
Consumer	_____
Manufacturing/Industrial	_____
Trade: Retail/Wholesale	_____
Other (please specify) _____	_____

## 16. OPERATIONAL CONTROLS

- a. Does the Applicant have written contracts with all clients the Applicant performs work for or provides products to?

Yes  No

If yes, what percentage of time are they used? \_\_\_\_\_

- b. Do all service contracts with customers fully describe the scope of services to be provided?

Yes  No

- c. Do all contracts include how any disputes between the Applicant and the customer will be handled?

Yes  No

- d. Do all services and products contracts include provisions for the following?

- i. Damages Caps

Yes  No

- ii. Disclaimer of Implied Warranties

Yes  No

- iii. Guarantees

Yes  No

- iv. Full Disclaimer of Consequential Damages

Yes  No

If response to Question 16.d.iv. is no, please explain circumstances when a full disclaimer of consequential damages is not provided: \_\_\_\_\_

## 17. MANAGEMENT OF CONTENT AND PRIVACY EXPOSURES

- a. Does the Applicant collect, process, or maintain private or personal information as part of its business activities?

Yes  No

If Yes:

- i. Is any of this information regulated by HIPAA, GLB, the Data Protection Act or other laws or legislation protecting private or personal information?

Yes  No

- ii. Does the Applicant have written procedures in place to comply with laws governing the handling and/or disclosure of such information?

Yes  No

- iii. Does the Applicant have an appointed privacy officer?

Yes  No

- iv. Does the Applicant have a legally reviewed privacy policy?

Yes  No

- v. Does the Applicant share private or personal information gathered from customers (by the Applicant or others) with third parties?

Yes  No

- b. Does the Applicant display, provide access to or distribute music, video, or other content created or supplied by third parties?

Yes  No

- c. Does the Applicant have a procedure for responding to allegations that content created, displayed or published by the Applicant is libelous, infringing, or in violation of a third party's privacy rights?

Yes  No

- d. Does the Applicant have a qualified attorney review all content prior to posting?

Yes  No

If Yes, does the review include screening the content for the following:

Copyright Infringement?

Yes  No

Trademark Infringement?

Yes  No

Invasion of Privacy?

Yes  No

- e. Has the Applicant ever received a complaint or cease and desist demand alleging trademark, copyright, invasion of privacy, or defamation with regard to any content published, displayed or distributed by or on behalf of the Applicant?  Yes  No

If Yes, how did the Applicant respond to such complaints and in what time frame? \_\_\_\_\_

## 18. COMPUTER SYSTEMS CONTROLS

- a. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past twelve (12) months?  Yes  No  N/A

If Yes,

How many intrusions occurred? \_\_\_\_\_

If any damage was caused by any such intrusions, including lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction:

\_\_\_\_\_

Describe the response taken by the Applicant to the intrusions: \_\_\_\_\_

- b. How many of the following comprise the Applicant's network:

Server computers? \_\_\_\_\_

Workstation computers? \_\_\_\_\_

Authorized user accounts? \_\_\_\_\_

Geographically distinct LAN sites? \_\_\_\_\_

- c. Please indicate which of the following written information systems policies and procedures the Applicant has published and distributed to employees:

\_\_\_\_\_ Information system access regulations and controls,

\_\_\_\_\_ "Acceptable Use" standards,

\_\_\_\_\_ The company's right to monitor employee computer use and activity, including reading e-mails and monitoring website activities,

\_\_\_\_\_ Acceptable e-mail use,

\_\_\_\_\_ Acceptable internet use,

\_\_\_\_\_ Password discipline,

\_\_\_\_\_ Remote access,

\_\_\_\_\_ Incident response, handling, and reporting,

\_\_\_\_\_ Standards of communication for proprietary, sensitive, and confidential materials, and

\_\_\_\_\_ Responses to threatening, malicious, or unprofessional communications.

- d. Does the Applicant require positive acknowledgement from each employee of their understanding and agreement with the above policies and procedures?  Yes  No

- e. Does the Applicant conduct training for every employee user of the information systems in security issues and procedures for its Computer Systems?  Yes  No

If Yes, indicate how frequent such training is provided: \_\_\_\_\_

- f. Does the Applicant have:
- i. a disaster recovery plan?  Yes  No
  - ii. a business continuity plan?  Yes  No
  - iii. an incident response plan for network intrusions and virus incidents?  Yes  No

How often are such plans tested? \_\_\_\_\_

Please attach the Applicant's current DRP and BCP.

- g. Are the Applicant's internal networks and/or Computer Systems subject to third party audit or monitoring (including ethical hacking for security purposes)?  Yes  No

If Yes, please summarize the scope of such audits and monitoring: \_\_\_\_\_

- h. Has the Applicant undergone any business merger or acquisition that resulted in the merger of information systems in the most recent past three (3) years?  Yes  No

If Yes, describe: \_\_\_\_\_

## 19. COMPUTER SYSTEM ACCESS PROTECTION

- a. Does the Applicant provide remote access to its Computer Systems?  Yes  No

If Yes,

How many users have remote access? \_\_\_\_\_

- Is remote access restricted to Virtual Private Networks (VPNs)?  Yes  No

If the answer is No, describe the extent to which other remote access is allowed, such as modem dial-in accounts, Remote Access Servers (RAS), or dedicated Frame Relay (FR) communications.

\_\_\_\_\_

- b. Please indicate which of the following password disciplines the Applicant enforces via automated system or software settings:

\_\_\_\_\_ Passwords must contain at least eight (8) characters. If not, what is the minimum number of characters? \_\_\_\_\_

\_\_\_\_\_ Passwords must contain a mix of letters and one or more numbers and/or special characters (\*())&%\$#).

\_\_\_\_\_ Passwords must be changed at least every thirty (30) days. If not, how often? \_\_\_\_\_

\_\_\_\_\_ Old passwords may not be re-used.

\_\_\_\_\_ Passwords may not be a word found in a standard dictionary of the English language.

- c. Does the Applicant terminate all associated computer access and user accounts as part of the regular exit process when an employee leaves the company?  Yes  No

- d. Does the Applicant regularly compare all associated computer access and user accounts with some comprehensive employee record, such as payroll lists, to identify unauthorized or "extra" user accounts?  Yes  No

If the answer to either of Questions 19.c. or 19.d. is no, describe any procedures used to assure that user accounts are valid: \_\_\_\_\_

- e. Does the Applicant use commercially available firewall protection systems to prevent unauthorized access to internal networks and computer systems?  Yes  No

f. Does the Applicant use intrusion detection software to detect unauthorized access to internal networks and computer systems?  Yes  No

g. Does the Applicant accept payment on-line for goods sold or services rendered?  Yes  No

If Yes:

i. does the Applicant use commercially available software to ensure that these systems are secure?  Yes  No

ii. Please state the Applicant's revenue from on-line sales of goods and services in the most recent twelve (12) months: \_\_\_\_\_.

h. Does the Applicant employ Anti-Virus software?  Yes  No

If Yes, is it company policy to upgrade the software as new releases/improvements become available?  Yes  No

If the answer is No, how often does the Applicant upgrade its Anti-Virus software with new releases?  
\_\_\_\_\_

## 20. DATA BACK-UP PROCEDURES

a. Is all valuable/sensitive data backed-up by the Applicant every day?  Yes  No  
If No, please describe exceptions: \_\_\_\_\_

b. How long are back-up tapes stored before being overwritten? \_\_\_\_\_

c. Is at least one complete back-up file generation stored and secured off-site from the Applicant's main operations in a restricted area?  Yes  No  
If No, describe the procedure used by the Applicant, if any, to store or secure copies of valuable/sensitive data off-site? \_\_\_\_\_

## 21. DATA ENCRYPTION PROCEDURES

Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted?  Yes  No

If Yes, describe the types of 1) internal and 2) external communications which are encrypted.  
\_\_\_\_\_

## 22. LEGAL PROCEEDINGS

Has the Applicant or any director, officer, partner or principle been involved in any of the following:

a. Criminal action or administrative proceeding charging violation of a federal, state or foreign law or regulation?  Yes  No

b. Been a party to any lawsuit or other legal proceeding within the past five (5) years?  Yes  No

c. Been subject to disciplinary action as a result of professional activities?  Yes  No

If Yes to any of the questions in Question 22. above, please provide (on Attachment 'A') a description which includes the venue of the action, the parties, the amount at dispute, the nature of the claim(s), the status of the action(s) and how the action(s) was resolved as to the Applicant, including all costs and defense expenses incurred.

**Advice of claims or losses or circumstances shall not constitute notice under any insurance policy.**

**23. PRIOR CLAIMS AND LOSSES**

(a) Has the Applicant or any director, officer, employee or other proposed Insured given written notice under the provisions of any prior or current errors or omissions, professional liability, media or network security policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured?  Yes  No  
 If Yes, attach details.

(b) For Minnesota applicants only, please indicate if the Applicant or any director, officer, employee or other proposed Insured has given written or oral notice under the provisions of any prior or current errors or omissions, professional liability, media or network security policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured?  Yes  No

(c) Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current errors or omissions, professional liability, media or network security policy or similar insurance?  Yes  No  
 If Yes, attach details.

24. No Applicant, director, officer, employee or other proposed insured has knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance except as follows: \_\_\_\_\_

If no such knowledge or information, check here: None

**25. PRIOR INSURANCE**

(a) Does the Applicant currently have errors or omissions or professional liability insurance?  Yes  No

If Yes, please provide the following:

Insurer	Limits	Deductible	Policy Period	Premium	Retroactive Date
_____	\$ _____	\$ _____	_____	\$ _____	_____

(b) Have any of the Applicant's current errors or omissions or professional liability insurers indicated intent not to offer renewal terms?  Yes  No  
 If Yes, attach details.

NOTE: Applicants in Missouri are not required to answer Question 25.(b) above.

(c) Has any errors and omissions or professional liability insurance ever been declined or cancelled?  Yes  No

If Yes, please explain: \_\_\_\_\_

NOTE: Applicants in Missouri are not required to answer Question 25.(c) above.

26. Attach the following materials regarding the Applicant:

- The latest financial statements
- Copies of standard customer contracts/service level agreements
- Information systems policies and procedures

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. FOR NEW HAMPSHIRE APPLICANTS, THE FOREGOING STATEMENT IS LIMITED TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, AFTER REASONABLE INQUIRY. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL APPLICATIONS, AND THE MATERIALS SUBMITTED HEREWITH ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF NORTH CAROLINA, UTAH AND WISCONSIN.

NOTE TO NORTH CAROLINA, UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

I HAVE READ THE FOREGOING APPLICATION FOR INSURANCE INCLUDING ATTACHMENT 'A' AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

#### **FRAUD WARNING**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)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.**

**NOTICE TO COLORADO APPLICANTS:** 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.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** 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.

**NOTICE TO FLORIDA APPLICANTS:** 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 IN THE THIRD DEGREE.

**NOTICE TO LOUISIANA AND MARYLAND APPLICANTS:** 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.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** 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.

**NOTICE TO MINNESOTA APPLICANTS:** A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO OKLAHOMA APPLICANTS:** 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.

**NOTICE TO PENNSYLVANIA APPLICANTS:** 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.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS 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 NEW YORK APPLICANTS 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.

Signed:

\_\_\_\_\_  
Must be signed by corporate officer with authority to sign on Applicant's behalf

Date:

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Day                      Month                      Year

If this **Application** is completed in Florida, please provide the Insurance Agent's name and Florida license number as designated.

If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

If this **Application** is completed in Wisconsin, please note the following:

- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- If this Policy is cancelled by the Named Insured, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.



**Donald Gaddis Co., Inc.**

Wholesale E&S Lines Insurance Brokers

150 S. Wacker Drive, Suite 600, Chicago, IL 60606

- ATTACHMENT 'A'

**AFB MEDIA TECH®**  
**TECHNOLOGY SERVICES AND PRODUCTS AND PROFESSIONAL LIABILITY INSURANCE**  
**APPLICATION**

**CLAIMS SCHEDULE**

Please complete this form if the Applicant is aware of any claims as indicated in Questions 22. & 23. of the Application (including any circumstances reported to previous insurers which have not developed into claims) during the last ten (10) years.

1. Name of Applicant: \_\_\_\_\_
2. Name of Member of Staff involved in claim: \_\_\_\_\_
3. Name of (potential) claimant: \_\_\_\_\_
4. Date of incident: \_\_\_\_\_ Date claim was made: \_\_\_\_\_
5. Under which policy was the claim made?  
Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_
6. Status of claim:  Closed       Open

If Closed, please indicate Total Loss Paid: \_\_\_\_\_(including defense expenses)

If Open, please indicate: \_\_\_\_\_

- i) Total defense costs and expenses to date: \_\_\_\_\_
- ii) Damages or other relief sought by the claimant(s): \_\_\_\_\_
- iii) Insurers loss reserve: \_\_\_\_\_

7. Please provide the following details:
  - i) the specific act, error or omission upon which the claimant bases the claim.
  - ii) a brief description of the claim.
  - iii) details of the current status and proposed strategy for handling the claim.

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_