



BEAZLEY BREACH RESPONSE INSURANCE APPLICATION (BBR) INFORMATION SECURITY & PRIVACY INSURANCE WITH BREACH RESPONSE SERVICES

NOTICE: INSURING AGREEMENTS A., C., D. AND E. OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENT B. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD.

1. GENERAL INFORMATION

1. Name of Organization or Legal Entity (Applicant) including any subsidiaries:

(please show complete name as you wish it to appear on the policy)

2. Address (Not P.O. Box):

3. Number of Employees:

4. The Company is Canadian registered?

YES NO

5. Are you a member of a Provincial Association?

YES NO

2. REVENUE INFORMATION

FOR ALL APPLICANTS, PLEASE PROVIDE GROSS REVENUE INFORMATION

	MOST RECENT TWELVE (12) MONTHS (ending ___/___)	PREVIOUS YEAR	NEXT YEAR (Estimate)
CDN Revenue:			
USD Revenue:			
TOTAL:			
Revenues derived from Group Benefits.			

3. MANAGEMENT OF PRIVACY EXPOSURE

6. Has the Applicant designated a Chief Privacy Officer?

YES NO

If NO, please indicate what position (if any) is responsible for privacy issues: _____

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

YES NO

2) Provide the number of records maintained by the Applicant containing the above information (approx.):

0 – 20,000 20,000 – 50,000 50,000 – 100,000 100,000 – 200,000 > 200,000**

** If number is greater than 200,000 enter estimated number of PII records maintained here: _____

BEAZLEY BREACH RESPONSE (BBR)

8. Does the Applicant accept credit cards for goods sold or services rendered? YES NO
If YES, is the applicant compliant with applicable data security standards e.g. Payment Card Industry (PCI) Data Security Standard (DSS)?
 YES NO

4. COMPUTER SYSTEMS CONTROL

9. Does the Applicant publish and distribute written computer and information systems policies and procedures to its employees? YES NO
10. Does the Applicant have:
1) A disaster recovery plan? YES NO
2) A business continuity plan, recovery plan and/or incident response plan? YES NO
3) An incident response plan for network and virus incidents? YES NO
4) How often are such plans tested? _____
11. Is all valuable/sensitive data backed-up by the Applicant on a daily basis? YES NO
If YES, is backup stored and secured offsite separate from the Applicant's main operations in a restricted area? YES NO
If NO, please describe exceptions: _____
12. Does the applicant use the following controls:
a. Commercial Available Firewall protection? YES NO
b. Commercially available anti-virus protection? YES NO
c. Does the Applicant enforce a software update process including installation of software "patches"? YES NO
If YES, are critical patches installed within thirty (30) days of release? YES NO
d. Regular password and log-in updates? YES NO

5. WEBSITE CONTENT CONTROLS

13. Does the applicant allow uncontrolled or unmonitored user generated content or posts on its website (i.e.) discussion group(s) forum(s), or electronic bulletin boards(s)? YES NO
14. Does the Applicant have a procedure for responding to allegations that content created, displayed or published by the Application is libelous, infringing or in violation of a third party's privacy rights? YES NO
If YES, please provide details: _____

6. PRIOR CLAIMS AND CIRCUMSTANCES

15. Does the applicant or other proposed insured, or any director, officer or employee of the Applicant or other proposed insured have knowledge of or information regarding any fact, circumstance, situation, event or transaction which may give rise to a claim or loss or obligation to provide breach notification under the proposed insurance? YES NO
If YES, please provide details:

16. During the last five (5) years, has the Applicant:
1. Received any claims or complaints with respect to privacy, breach of information or network security, unauthorized disclosure of information or defamation or content infringement? YES NO
2. Been subject to any government action, investigation or subpoena regarding any alleged violation of a privacy law or regulation? YES NO
3. Notified consumers or any other third party of a data breach incident involving the Applicant? YES NO
4. Experienced an actual or attempted extortion demand with respect to its computer systems? YES NO
If YES, please provide details of any such action, notification, investigation or subpoena:

Without limitation of any other remedy available to the Insurer, it is hereby agreed that if there be knowledge of any of the matters described above, any written demand or civil proceedings for compensatory damages subsequently emanating therefrom is excluded from coverage under the proposed insurance.

7. NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from Beazley Canada Limited, a customer provides Beazley with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with underwriters;
- the underwriting of policies;
- the evaluation of claims;
- the detection and prevention of fraud;
- the analysis of business results;
- purposes required or authorized by law.

For the purposes identified above, personal information may be disclosed to Beazley's related or affiliated companies and service providers.

Further information about Beazley's personal information protection policy may be obtained by contacting their privacy officer at 416-601-2155.

8. WARRANTY STATEMENT

The undersigned warrants that to the best of their knowledge, the statements set forth in this Application are true. The undersigned also warrants that they have not suppressed or misstated any material fact.

If the information provided in this Application should change between the date of the Application and the effective date of the policy, the undersigned warrants that they will immediately report such changes to the Insurer.

Signing this Application does not bind the undersigned to purchase this insurance, nor does it bind the Insurer to issue this insurance. However, should the Insurer issue a policy, this Application shall serve as the basis of such policy and will be attached to and form part thereof.

SIGNED: _____
(Authorized Representative)

DATE: _____

NAME (Please Print): _____

TITLE/POSITION: _____