



# Epac Extra - TECH E&O Short Form Application (For companies with \$5M and less in revenues)

### NOTICE

THIS LIABILITY COVERAGE PART IS WRITTEN ON A CLAIMS MADE BASIS, AND AS SUCH, TO ALL PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. The Applicant to be named in Item 1. of the Declarations (the Named Insured):

Street Address (No P.O. Box): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Years in Business: \_\_\_\_\_

Website: \_\_\_\_\_

<b>Prior Acts Coverage:</b>	If you currently have technology errors & omission coverage in place, please give us the current Retro Date:	
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2. Proposed effective date of coverage being applied for: \_\_\_\_\_

<b>Projected Annual Revenues:</b>	\$ _____
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3. Estimate the total percentage of revenue derived from the following technology & telecommunication services:

Cellular Company: (%)	_____	E-mail Service: (%)	_____	Telecom Consulting Firm: (%)	_____
Computer/Network Integration: (%)	_____	Electronic Component MFG: (%)	_____	Telecom Equipment MFG: (%)	_____
Computer Maintenance: (%)	_____	IT Consulting/Staffing: (%)	_____	Telephone Company: (%)	_____
Computer Hardware MFG: (%)	_____	Internet Services Provider: (%)	_____	Video Conferencing Service: (%)	_____
Computer Training/Education: (%)	_____	Managed IT Services: (%)	_____	Voice Over Internet Protocol Service (VOIP): (%)	_____
Data Center: (%)	_____	Reseller of Computer Hardware & Software: (%)	_____	Wireless Communication Firm: (%)	_____

- 4. Our Company uses a written contract or service agreement when providing professional services.  True  False
- 5. Our senior management has at least 3 years experience within the profession(s) chosen above.  True  False
- 6. Our company has no knowledge, information of any circumstance, any allegation or any incident that could give rise to a technology errors & omission claim, nor have we had any technology errors & omission claim(s) made against us with in the past 3 years.  True  False
- 7. Our company has client complaint resolution policies and procedures in place.  True  False
- 8. Our company does not create any software/hardware that aids in patient diagnosis, electronic funds transfer, aviation, aerospace/military, defense, manufacturing, computer aided design, gambling, credit card processing, financial transcatons or security/emergency services?  True  False



**VIII. APPLICANT REPRESENTATION** (To be completed by Applicant)

Applicant hereby declare, after diligent inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.

**FRAUD NOTICE - WHERE APPLICABLE UNDER THE LAW OF YOUR STATE**

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 may be subject to civil fines and criminal penalties (For DC residents only: 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 applicant.) (For FL residents only: 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.) (For LA residents only: 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.) (For ME residents only: 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.) (For NY residents only: 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.) (For PA residents only: 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.) (For TN & WA residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For VT residents only: 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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.)

**This application must be signed by the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President or General Counsel**

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

Title: \_\_\_\_\_

Corporation: \_\_\_\_\_

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

**The undersigned acknowledges that he or she is aware that defense costs reduce and may exhaust the applicable Limits of Liability. The Insurer is not liable for any loss (which includes defense costs) in excess of the applicable Limits of Liability.**