



Epac EZ - Tech E&O Application (NY)

(For companies with \$5M and less in revenues)

THIS IS A "DEFENSE WITHIN LIMITS" POLICY. UNDER THIS POLICY, ALL "DEFENSE COSTS" ARE INCLUDED WITHIN BOTH THE APPLICABLE LIMIT OF INSURANCE AND DEDUCTIBLE. THIS COULD RESULT IN THE LIMIT OF LIABILITY BECOMING COMPLETELY EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS, IN WHICH CASE, NO FURTHER COVERAGE IS PROVIDED BY THIS POLICY. 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: _____

Prior Acts Coverage:	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: _____

Projected Annual Revenues:	\$ _____
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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: (%)	_____

The following questions need to be answered True, if you are not able to comply, please consult your Insurance Agent or Broker.

- 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 transactions or security/emergency services. True False



VIII. WARRANTY *(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 or incomplete 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 New York 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 Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven year and payment of a fine of up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant or any Subsidiary or Predecessor Firm listed in this application. Application must be signed by duly authorized partner, officer or director of the Applicant.

Applicant's Authorized Representative:

Signature of authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Date: _____