



PRIVACY, DATA BREACH AND ELECTRONIC RISK EXTENSION ENDORSEMENT APPLICATION

**PLEASE ANSWER ALL QUESTIONS
IF THEY DO NOT APPLY, INDICATE "N/A" - IF SPACE IS INSUFFICIENT PLEASE USE SEPARATE SHEETS**

Name of Insured: _____
Policy Number/Reference Number: _____

Coverage Options: Please indicate the package option you would like a quotation for.

	<input type="checkbox"/> Package A	<input type="checkbox"/> Package B	<input type="checkbox"/> Package C
Privacy and Data Breach Liability	\$250,000	\$500,000	\$1,000,000
Electronic Media Liability	\$250,000	\$500,000	\$1,000,000
Notification and Response Handling	\$25,000	\$50,000	\$100,000
Restoration and Increased Costs of Working	\$25,000	\$50,000	\$100,000
Extortion Threat Response	\$25,000	\$50,000	\$100,000
Reputation Protection	\$25,000	\$50,000	\$100,000

Please confirm the following. You have procedures and systems in place for:

- operating, correctly configuring and regularly or automatically updating virus protection software, antispyware software and a firewall on your **Electronic Communication System** Yes No
- encrypting data, controlling access, logging users and monitoring activity on your **Electronic Communication System** Yes No
- regularly changing all passwords on your **Electronic Communication System** and cancelling any username, password or other security protection if you discover or have reasonable grounds to suspect that they have been available to any unauthorised person Yes No
- updating your **Electronic Communication System** with new protection patches issued by the original system or software manufacturer or supplier Yes No
- creating regular back-up copies of any data, file or programme You ensure all sensitive data is encrypted including those on removable media? Yes No

6. Following and complying with the **Data Breach Law** Yes No

7. agreeing and signing written contracts with **Service Providers** Yes No

If the answer to any of the above is "No", please specify the reasons below:

Can you confirm that you and all of the Partners, Directors, Principals, and Consultants after having made full enquiries, including of all staff, are NOT aware of any event that has or could have given rise to a loss, claim or circumstance, including but not limited to any hacking incident, virus or malicious code attack, cyber extortion attempt, breach of confidential data, wrongful disclosure of personal data or interference with rights of privacy? Yes No

If the answer to above is "No", please specify the reasons below:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE TRUTH OF THE STATEMENTS CONTAINED HEREIN.

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.

THE COMPLETION AND SIGNING OF THIS APPLICATION DOES NOT CONSTITUTE A PROMISE TO PROVIDE COVERAGE OR A BINDER OF INSURANCE. HOWEVER, IF A POLICY IS ISSUED, THIS APPLICATION SHALL SERVE AS THE BASIS OF SUCH CONTRACT AND WILL BE ATTACHED TO, AND FORM PART OF THE POLICY.

I AUTHORIZE YOU TO COLLECT, USE AND DISCLOSE PERSONAL INFORMATION AS PERMITTED BY LAW, IN CONNECTION WITH YOUR COMMERCIAL INSURANCE POLICY OR A RENEWAL, EXTENSION OR VARIATION THEREOF, FOR THE PURPOSES NECESSARY TO ASSESS THE RISK, INVESTIGATE AND SETTLE CLAIMS, AND DETECT AND PREVENT FRAUD, SUCH AS CREDIT INFORMATION, AND CLAIMS HISTORY.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

Signature of Applicant (authorized representative)

Date

SUBMITTED BY: _____

EMAIL: _____

**For contact information visit:
www.markelinternational.ca**

For the purpose of this application, the following definitions apply:

Electronic Communications System shall mean the Insured's wired, wireless, radio, electromagnetic, photo-optical or photo-electronic facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.

Data Breach Law means the following, as well as similar statutes and regulations as they currently exist and as amended and replaced from time to time, associated with the confidentiality, access, control and use of **Private Data** including, but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA), the Privacy Act, the Ontario Personal Health Information Protection Act, or other similar provincial or federal legislation or other similar privacy laws worldwide.

Private Data means data containing an individual's:

- 1) drivers license or other government-issued identification number; unpublished telephone number; savings account, current account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
- 2) personal information as defined under PIPEDA and the regulations thereto or similar federal or provincial legislation;
- 3) personal health information as defined under the Ontario Personal Health Information Protection Act and the regulations thereto or similar provincial legislation; or
- 4) private personal information as defined under the law of a country other than Canada, which law is intended to provide for the protection of such private personal information; not including any lawfully available data accessible by the general public.

Service Provider shall mean any natural person or entity that the Insured contracts with for a fee to hold, process or control any data or systems on behalf of the Insured.