

**EVEREST NATIONAL INSURANCE COMPANY**  
**INTERNET/ELECTRONIC BANKING LIABILITY APPLICATION**

FDIC No. \_\_\_\_\_

**THE LIABILITY POLICY WHICH MAY BE ISSUED BASED UPON THIS APPLICATION PROVIDES CLAIMS MADE COVERAGE WRITTEN ON A NO DUTY TO DEFEND BASIS. DEFENSE COSTS ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. PLEASE READ YOUR POLICY CAREFULLY.**

Applicant \_\_\_\_\_

*(List all entities applying for coverage including all Subsidiaries)*

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

Representative authorized to receive notices on behalf of all persons and entities:

Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail \_\_\_\_\_

**GENERAL INFORMATION**

1. Provide the home page address and date established of all websites proposed for coverage:

**Home Page Address** \_\_\_\_\_ **Date Established** \_\_\_\_\_

2. The Applicant offers:       PC/Home Banking       Internet Banking       Voice/Telephone Banking  
 Wireless Banking       Other \_\_\_\_\_

3. **VENDOR MANAGEMENT:**

a. Indicate whether the function is outsourced, performed in-house or both. Provide the vendor's name if a third party is used.

	Outsourced	In-House	Both	Vendor/Provider Name
Core Processing				
Internet Service Provider*				
Website Host				
Website Design and Maintenance				
Internet Banking Vendor				

\*An ISP (Internet Service Provider) is a business that offers access to the Internet. They provide Internet connection, domain name registration, and dial-up or DSL access.

b. If applicable, do all vendor contracts:

i. indemnify/hold the Applicant harmless for vendor misconduct, errors, omissions or negligence?       Yes     No

ii. outline the vendor's responsibility for safeguarding customer and confidential information and stipulate what security measures are provided by the vendor?       Yes     No

4. **SECURITY MEASURES:**

a. Are exception reports generated and reviewed on a daily basis which would reveal: (1) restricted transactions; (2) correcting and reversing entries; and (3) unsuccessful attempts to access the system or restricted information?     Yes, reviewed by the bank     Yes, reviewed by the vendor     Not reviewed

b. Are formal procedures in place to report and respond to unauthorized attempts to access the Applicant's Internet banking system?       Yes     No

- c. Are back-up and recovery procedures in place for the web infrastructure (including web, application development, and database servers)?  Yes  No
- i. Are back-up tapes stored off-site?  Yes  No
- ii. If Yes, how often is restore testing performed? \_\_\_\_\_

## LOSSES, PENDING LITIGATION AND CLAIMS HISTORY

### New Applicants Only

1. During the past 3 years, has the Applicant:
  - a. been made aware of any unauthorized access to information of the Applicant or its customers through the Applicant's computer system, Website, Internet Service Provider or Website host; or  Yes  No
  - b. sustained a systems intrusion, tampering, hacking or similar incident that resulted in:
    - 1) damage to or destruction of data or computer programs;
    - 2) damages to a third party; or
    - 3) other loss to the institution?  Yes  No
2. Does the undersigned or any director or officer have knowledge of any fact, circumstance or situation involving the Applicant, its Subsidiaries or any past or present director, officer or employee, which could reasonably be expected to give rise to a future claim?  Yes  No
3. Has any insurance carrier declined, refused to renew or cancelled insurance similar to the coverage herein applied for? (Not applicable in Missouri)  Yes  No

If any of the answers in this section are Yes, provide details by attachment.

**RENEWAL APPLICANTS: IT IS UNDERSTOOD AND AGREED THAT IF THE UNDERSIGNED OR ANY INSURED HAS KNOWLEDGE OF ANY FACT, CIRCUMSTANCE OR SITUATION WHICH COULD REASONABLY BE EXPECTED TO GIVE RISE TO A FUTURE CLAIM, THEN ANY INCREASED LIMIT OF LIABILITY OR COVERAGE ENHANCEMENT SHALL NOT APPLY TO ANY CLAIM ARISING FROM OR IN ANY WAY INVOLVING SUCH FACTS, CIRCUMSTANCES OR SITUATIONS. IN ADDITION, ANY INCREASED LIMIT OF LIABILITY OR COVERAGE ENHANCEMENT SHALL NOT APPLY TO ANY CLAIM, FACTS, CIRCUMSTANCES OR SITUATIONS FOR WHICH THE INSURER HAS ALREADY RECEIVED NOTICE.**

**NEW APPLICANTS: IT IS UNDERSTOOD AND AGREED THAT ANY CLAIM ARISING FROM ANY PRIOR OR PENDING LITIGATION OR WRITTEN OR ORAL DEMAND SHALL BE EXCLUDED FROM COVERAGE. IT IS FURTHER UNDERSTOOD AND AGREED THAT IF KNOWLEDGE OF ANY FACT, CIRCUMSTANCE OR SITUATION WHICH COULD REASONABLY BE EXPECTED TO GIVE RISE TO A CLAIM EXISTS, ANY CLAIM OR ACTION SUBSEQUENTLY ARISING THEREFROM SHALL BE EXCLUDED FROM COVERAGE.**

## REPRESENTATION STATEMENT

The undersigned declare that, to the best of their knowledge and belief, the statements in this application, any prior applications, any additional material submitted, and any publicly available information published or filed by or with a recognized source, agency or institution regarding business information for the Applicant for the 3 years preceding the Policy's inception, and any amendments thereto [hereinafter called "Application"] are true, accurate and complete, and that reasonable efforts have been made to obtain sufficient information from each and every individual or entity proposed for this insurance. It is further agreed by the Applicant that the statements in this Application are their representations, they are material and that the Policy is issued in reliance upon the truth of such representations.

The signing of this Application does not bind the undersigned to purchase the insurance and accepting this Application does not bind the Insurer to complete the insurance or to issue any particular Policy. If a Policy is issued, it is understood and agreed that the Insurer relied upon this Application in issuing each such Policy and any Endorsements thereto. The undersigned further agrees that if the statements in this Application change before the effective date of any proposed Policy, which would render this Application inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately.

## FRAUD WARNINGS

**ARKANSAS, LOUISIANA, MARYLAND, NEW JERSEY, NEW MEXICO and VIRGINIA:** 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. In Arkansas, Louisiana and Maryland, that person may be subject to fines, imprisonment or both. In New Mexico, that person may be subject to civil fines and criminal penalties. In Virginia, penalties may include imprisonment, fines and denial of insurance benefits.

**COLORADO:** 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.

**DISTRICT OF COLUMBIA, KENTUCKY, PENNSYLVANIA and OREGON:** 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 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. In District of Columbia, penalties include imprisonment and/or fines. In addition, the Insurer may deny insurance benefits if the applicant provides false information materially related to a claim. In Pennsylvania and Oregon, the person may also be subject to criminal and civil penalties.

**FLORIDA and OKLAHOMA:** Any person who knowingly and with intent to injure, defraud or deceive the Insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony. In Florida it is a felony to the third degree.

**MAINE, TENNESSEE and WASHINGTON:** 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 and/or denial of insurance benefits.

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against the Insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OREGON:** Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**Chief Executive Officer, President or Chairman of the Board:**

Print Name:	Signature:
Title:	Date:

**Information Technology Officer or comparable title:**

Print Name:	Signature:
Title:	Date:

**A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS SIGNED/DATED BY TWO INDIVIDUALS.**

Agent Name \_\_\_\_\_ License Number \_\_\_\_\_

Agent Signature \_\_\_\_\_

Submit Application to:  
ABA Insurance Services, Inc.  
3401 Tuttle Road, Suite 300 • Shaker Heights, OH 44122  
Telephone: (800) 274-5222 • Fax: (800) 456-6590 • www.abais.com

ABA Insurance Services Inc., dba Cabins Insurance Services in CA; ABA Insurance Services of Kentucky Inc. in KY; and ABA Insurance Agency Inc. in MI