

Philadelphia Insurance Companies

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PROFESSIONAL LIABILITY FOR SPECIFIED PROFESSIONS INTERNET SERVICES SUPPLEMENT

Instructions:

- A. Please answer ALL the questions. If more space is required to answer a question, continue on applicant's letterhead.
- B. This supplement must be signed and dated by a principal, partner, or officer of the prospective insured's organization and will be attached to the policy, should one be issued.

1. E – Mail Address _____
World Wide Web URL _____

2. For the Total Gross Revenues listed in the application, please give the approximate revenues derived from the following:

	% OF GROSS REVENUES
Internet Access Provider Services	_____
E – Mail Services	_____
Web Site Construction, Maintenance, etc.	_____
Software Development	_____
Electronic BBS	_____
Content Provider Services	_____
Other Computer Services	_____
Other (Specify) _____	_____
_____	_____
_____	_____
TOTAL	100%

3. Features available on the Internet Service (check all that apply)

- ___ E – Mail
- ___ Files for Download (FTP Site)
- ___ Chat Room
- ___ Bulletin Board Service
- ___ Electronic Commerce
- ___ Other (Please Explain) _____

4. Content of Information of any Internet Service that you provide:

- | | |
|--|---|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Financial |
| <input type="checkbox"/> Adult Only | <input type="checkbox"/> Game or Contest |
| <input type="checkbox"/> Comedy | <input type="checkbox"/> "How To" |
| <input type="checkbox"/> Commentary | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Children's | <input type="checkbox"/> Sports |
| <input type="checkbox"/> Cultural | <input type="checkbox"/> Software |
| <input type="checkbox"/> Digital Music | <input type="checkbox"/> Variety |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Other (Please Explain) _____ |

5. Do you obtain membership agreements from all persons that access your Internet?

Yes NO Please attach sample agreement

Internet Access Provider (complete this section if you are providing Internet Access Provider Services)

6. How many subscribers do you currently have? _____

7. How many subscribers do you currently have capacity for? _____

8. How do you determine whether you have adequate capacity to accommodate the number of subscribers to your service?

9. If subscription increases, how do you assure you will be able to handle the increase?

10. Do you provide original content, in addition to Internet Access? Yes No

11. Do you make representations that you edit or censor the material contained on your Service in any way? Yes

No If Yes, How _____

12. How often do you review, edit or censor your Web Site or Internet Service? _____

13. How often do you update the content of your Web Site or Internet Service? _____

14. Do you have an established procedure for editing or removing controversial or offensive material from your Web Site or Internet Service? Yes No If yes, please attach a copy of the procedure.

15. Do you have an established procedure for removing infringing material from your Web Site or Internet Service?

Yes No If yes, please attach a copy of the procedure.

16. Have you have ever received a complaint concerning the content of your Web Site or Internet Service relevant to:
- | | | |
|------------------------|-----------|----------|
| Libel or Slander | _____ Yes | _____ No |
| Trademark Infringement | _____ Yes | _____ No |
| Invasion of Privacy | _____ Yes | _____ No |
| Copyright Infringement | _____ Yes | _____ No |
| Inaccurate Information | _____ Yes | _____ No |

17. How do you respond to such complaints and in what time frame?

18. Does in-house counsel review the content on your Web Site or Internet Service for the above listed offenses?

19. What measures were taken to determine that your domain name does not infringe upon another's copyright or trademark?

20. How do you prevent Computer Viruses from being transmitted?

21. Does your Web Site or Internet Service sell any products over the Internet? _____ Yes _____ No

22. Are credit card transactions conducted on your Wed Site or Internet Service? _____ Yes _____ No

Web Site Design, Maintenance, Construction (Complete this section if your are providing any Web Site Services)

23. Do you provide content for the Web Site? _____ Yes _____ No

24. Does the client approve the content before it is published on the Internet? _____ Yes _____ No

25. How often do you update the Web Site? ___ Never ___ Weekly ___ Monthly ___ Other

26. Do you implement security software _____ Yes _____ No If so, explain

Safeguarding Procedures (All Applicants must complete this section)

27. What kind of safeguards do you have in place to prevent unauthorized persons from accessing your Web page and or Internet Service?

28. How do you find out about newly discovered weaknesses?

29. Do you receive CERT or SIAC Advisories, or any similar notification? Yes No

What action do you take as a result and what is the time frame?

30. Are there firewalls in place as a part of your security system? Yes No

What firewall security do you employ?

Did professional personnel configure it? Yes No

Did you alter it in any way before installing it? Yes No

31. Do you have a means of backup for Web Site content? Yes No

32. Where does your Web Site reside?

Is it located with your company or with a third party?

33. What type of encryption is used, if any?

34. Does your security system include password protection? Yes No

To what extent is this used as a means of security?

35. What guarantees or warranties do you make in your contracts regarding liability for a breach in the security system?

36. Have all licenses and consents been obtained for all works which you make available on the Internet Service, including music and film clip images? _____ Yes _____ No

The undersigned hereby warrants that the safeguarding procedures described herein will be maintained as represented for the duration of the policy period. It is understood and agreed that any claim arising from the failure to comply with the safeguarding procedures as set forth above shall be excluded from coverage. _____ Please Initial

Applicant agrees to obtain from third parties from whom it obtains matter, material or services for the Internet Service written warranties and indemnities against claims arising out of the use of such matter, material or services.

If yes, please initial _____

Applicant agrees that it will use due diligence to determine whether any matter or material to be used in the Internet Service provided by the Applicant are protected by law and, where necessary, to obtain from parties owning rights therein the right to use same in connection with the Internet Service. If yes, please initial _____

THIS SUPPLEMENTAL APPLICATION IS ATTACHED TO AND FORMS PART OF THE PROFESSIONAL LIABILITY FOR SPECIFIED PROFESSIONS APPLICATION. THIS SUPPLEMENT IS SUBJECT TO THE SAME PROVISIONS CONCERNING REPRESENTATIONS MADE IN THE BASIC APPLICATION.

Name: _____
(Please Print)

Title: _____

Date: _____

Signature: _____