

APPLICATION FOR A COMMERCIAL CYBER INSURANCE POLICY

THIS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED PERIOD.

DEFENSE EXPENSES, WHERE APPLICABLE, ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST THE LIMITS OF INSURANCE.

IF ISSUED, PLEASE READ YOUR POLICY CAREFULLY.

The words "You" and "Your" in this Application refers to the Applicant's organization and any entity for whom this insurance is intended.

Note: It is recommended that the person completing this Application consult with the person(s) within the company who is responsible for information/technology.

This Application is in support of Quote Number **QCB-100-J5GDO4CI**

I. GENERAL INFORMATION

1. Name of Organization (Applicant):

Good Builders

2. Mailing Address: 999 South Platte St
New Brunswick, NJ 07080

3. Type Of Ownership Structure:

☐

Public

☒

Private

☐

Investment Fund

☐

Not For Profit

☐

Government

4. Description Of Business:

Structural Steel and Precast Concrete Contractors

5. Date Established:

Jan 01, 1999

6. Number Of Employees:

50

7. Annual Revenue (\$):*10000000***8. Website Address(es):***http://goodbuilders.com***9. Policy Period Requested:****From:** Feb 15, 2024 12:01 AM local time**To:** Feb 15, 2025 12:01 AM local time

II. COVERAGE REQUESTED

1. Policy Aggregate Limit Of Insurance:*\$1,000,000***2. Policy Deductible:***\$5,000*

Per Cyber Incident, Extortion Threat, Security Breach, Wrongful Act, Interrelated Wrongful Acts, or Claim

3. Time Deductible:*6 Hours*

(Applicable to Insuring Agreement no. 4 – Business Income and Extra Expense)

4. Aggregate Sublimit(s) Of Insurance:

Insuring Agreement

Percentage %

(2) Extortion Threat - Ransom Payments

5%

(4) Business Income and Extra Expense

100%

(5) Public Relations Expense

*5%***5. Social Engineering Coverage Limit (if applicable):***\$250,000***6. Social Engineering Deductible (if applicable):***\$10,000***7. Reverse Social Engineering Coverage Limit (if applicable):***N/A***8. Reverse Social Engineering Deductible (if applicable):***N/A***9. Dedicated Breach Costs Limit (if applicable):***N/A***10. Service Fraud including Cryptojacking Limit (if applicable):***N/A*

11. Website Media Content Coverage Limit (if applicable):

\$1,000,000

12. Website Media Content Deductible (if applicable):

\$5,000

13. Telecommunications Fraud Limit (if applicable):

\$50,000

14. Hardware Replacement Limit (if applicable):

\$50,000

15. Post Breach Response Limit (if applicable):

\$50,000

III. UNDERWRITING QUESTIONS

If you find that you do not have sufficient space below to thoroughly answer a question, please continue your response on a separate sheet of paper and attach it to this Application.

1. Encryption:

- a. Does Your organization encrypt all emails containing sensitive information (including, but not limited to, Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI)) sent to external parties?

☐ Yes ☒ No

- b. Does Your organization encrypt all sensitive information (including, but not limited to, PII, PHI, PCI) stored on computing and/or mobile devices (including, but not limited to, phones, tablets, laptops, wearable computers, flash drives)?

☐ Yes ☒ No

2. Information Security Leadership:

- a. Does Your organization have an individual officially designated for overseeing information security?

☒ Yes ☐ No

3. Cloud:

- a. Does Your organization have sensitive information (e.g., PII, PHI, PCI) stored on the cloud (including, but not limited to, Carbonite, Google Drive, Dropbox)?

☒ Yes ☐ No

4. Employee Management:

a. Does Your organization provide mandatory information security training to all employees at least annually?

☒ Yes ☐ No

b. If yes, are Your information security personnel provided with additional training to help them understand current security threats?

☒ Yes ☐ No

IV. PAST ACTIVITIES

1. Please attach your organization's Loss History for the past three (3) years, if applicable.

2. Has your organization ever been a party to any of the following:

a. Civil or criminal action or administrative proceeding alleging violation of any federal, state, local or common law?

☐ Yes ☒ No

b. Is there currently any pending litigation, administrative proceeding or claim against the named applicant, organization and/or any of the prospective insured?

☐ Yes ☒ No

3. During the last three (3) years, has Your organization suffered a security breach requiring customer or third-party notification according to state or federal regulations, cyber extortion or business interruption arising from a cyber event?

☐ Yes ☒ No

V. OPTIONAL ENDORSEMENT

1. Do You want to purchase Computer and Funds Transfer Fraud coverage?

☒ Yes ☐ No

2. Requested sublimit for Business and Contingent Business Income and Extra Expense*:

100%

*Your selected BI sublimit will cap at \$1,000,000

3. Would You like to cap Your retroactive coverage?

☐ 1 year

☐ 2 years

☒ Full Prior Acts

4. Do You want to add an Additional Insured?

☐ Yes ☒ No

5. Do you want to purchase coverage for Social Engineering Incidents?

☒ Yes ☐ No

If you answered Yes, please fill out the following:

5.1 Do You or Your employees verify third-party bank accounts before adding to your accounts payable systems?

☒ Yes ☐ No

5.2 Do You have an established and documented verification procedure requiring that You or Your employees authenticate all funds transfer requests, whether made to a third-party or otherwise by way of a secondary method of communication from the initial request for funds transfer (as one example, by calling the intended recipient to verify the request at a predetermined phone number if the funds transfer request was made by email)?

☒ Yes ☐ No

5.3 Do You or Your employees prevent unauthorized employees from initiating wire transfers?

☒ Yes ☐ No

6. Do you want to purchase Reverse Social Engineering coverage?

☐ Yes ☒ No

7. Do You want to purchase Hardware Replacement coverage?

☒ Yes ☐ No

8. Do You want to purchase Telecommunications Fraud coverage?

☒ Yes ☐ No

9. Do You want to purchase Post Breach Remediation coverage?

☒ Yes ☐ No

10. Do you want to purchase Website Media Content Liability coverage?

☒ Yes ☐ No

11. Do you want to purchase coverage for Enhanced Business and Contingent Business Income?

☐ Yes ☒ No

If you answered Yes, please fill out the following:

11.1 Please indicate how frequently You, or Your outsourced service, backup sensitive/critical data and critical systems:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Annually

☐ Less frequently than Annually or Never

11.2 Please identify which of the following business continuity measures Your organization has in place:

☐ Documented Business Continuity Plan

☐ Documented Disaster Recovery Plan

☐ Documented Incident Response Plan

12. Do you want to purchase coverage for Enhanced Business and Contingent Business Income inclusive of System Failure?

☐ Yes ☒ No

If you answered Yes, please fill out the following:

12.1 Please indicate how frequently You, or Your outsourced service, backup sensitive/critical data and critical systems:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Annually

☐ Less frequently than Annually or Never

12.2 Please identify which of the following business continuity measures Your organization has in place:

☐ Documented Business Continuity Plan

☐ Documented Disaster Recovery Plan

☐ Documented Incident Response Plan

13. Do you want to purchase coverage for Dedicated Breach Costs?

☐ Yes ☒ No

14. Do you want to purchase Service Fraud and Cryptojacking coverage?

☐ Yes ☒ No

VI. NOTICE TO APPLICANT - PLEASE READ CAREFULLY

For the purpose of this Application, the undersigned authorized officer of the organization named in **Section I.** of this Application declares that, to the best of the organization's knowledge, the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application, digital or otherwise. Certain questions and answers included in this Application are not part of an applicant's digital application, if applicable. The applicant declares that all questions and answers contained in this Application, to the best of the organization's knowledge, are true, accurate and complete.

The information contained in and submitted with this Application is on file with the insurer. The insurer will have relied upon this Application and its attachments in issuing the Policy.

If the information in this Application materially changes prior to the effective date of the Policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation.

The undersigned declares that the individuals and entities proposed for this insurance have been notified that the limit of liability is reduced by amounts incurred as "Defense Expenses" (as defined in the Policy), and such expenses will be subject to the deductible amount.

Misrepresentation of any material fact in this Application may be grounds for the rescission of this Policy.

VII. FRAUD WARNINGS

General Fraud Warning

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. (Not applicable in AL, AK, AZ, AR, CA, CO, DE, DC, FL, ID, IN, HI, KS, KY, LA, ME, MD, MN, NH, NJ, NM, NY, OH, OK, OR, PA, PR, TN, VA, WA)

Alabama Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Alaska Fraud Warning

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona Fraud Warning

For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas Fraud Warning

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.

California Fraud Warning

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Fraud Warning

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.

Delaware Fraud Warning

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District Of Columbia Fraud Warning

WARNING: 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 the applicant.

Florida Fraud Warning

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.

Idaho Fraud Warning

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.

Indiana Fraud Warning

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Hawaii Fraud Warning

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Kansas Fraud Warning

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Kentucky Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

Louisiana Fraud Warning

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.

Maine Fraud Warning

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.

Maryland Fraud Warning

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota Fraud Warning

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

New Hampshire Fraud Warning

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey Fraud Warning

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico Fraud Warning

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 civil fines and criminal penalties.

New York Fraud Warning

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 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.

Ohio Fraud Warning

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

Oklahoma Fraud Warning

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
 - 1. Material to the risk assumed by us; or
 - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Pennsylvania Fraud Warning

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.

Puerto Rico Fraud Warning

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Tennessee Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined, in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Where coverage is provided under this Policy, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Your premium will include the additional premium for terrorism, as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$ 2 (This charge/amount is applied to obtain the final premium).

You may choose to reject the offer by selecting the rejection option below. If you choose to reject the offer, Your Policy will be modified to exclude the described coverage. If you choose to accept this offer, you do not need to do anything further and such coverage will be provided as described herein.

REJECTION OF TERRORISM INSURANCE COVERAGE

- ☐ By clicking this box, I affirm that I have read this Notice and hereby choose to decline to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. I understand that I will not have coverage for any losses resulting from any certified acts of terrorism and that an exclusion of certain terrorism losses will be made part of this Policy.

Named Insured's consent to this Form provided electronically

Policyholder/Applicant's Signature

Jack Falcone

Print Name of Policyholder/Applicant

Date:

Jack Falcone

Named Insured

Spinnaker Insurance Company

Insurance Company

Policy Number:

POLICY DOCUMENTATION DELIVERY METHOD SELECTION FORM

Spinnaker Insurance Company is required by law to obtain Your consent to engage in electronic delivery of Your policy and related forms. You may:

- Select ONLY electronic delivery;
- Select ONLY paper delivery;
- Select BOTH electronic delivery and paper delivery; or
- Withdraw Your previous consent to receive electronic delivery.

Please indicate Your choice from the options below. Your selection applies to You and any other insureds entitled to receive copies of such forms under the policy.

☒ **ELECTRONIC DELIVERY ONLY**

I select electronic delivery of the form(s) indicated below. I acknowledge that I will not receive paper copies of these form(s), unless I notify Spinnaker Insurance Company or my agent/broker of my decision to entirely withdraw electronic consent or modify my selection to also include paper delivery.

- ☒ Policy
- ☒ Notices of Cancellation and Nonrenewal
- ☒ Other forms related to my policy

☐ **PAPER DELIVERY ONLY**

I select paper delivery of my policy and all related forms. I acknowledge that I will only receive paper copies of such forms.

☐ **BOTH ELECTRONIC DELIVERY AND PAPER DELIVERY**

I select the option to receive both electronic and paper delivery of my policy and all related forms.

☐ **WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY**

I withdraw my consent to receive electronic delivery of my policy and/or related forms. In the future, I will only receive paper copies of such forms.

DISCLOSURE

If You elect to have Your insurance policy and related documents sent to You by electronic delivery, it is Your responsibility to update Your email address should it change at any time during the life of the policy. Further, Your election to have Your insurance policy and related documents transmitted to You electronically shall remain in effect until You notify:

Spinnaker Insurance Company
c/o Boost Insurance Agency, Inc.
22 W 21st Street, 7th Floor
New York, NY 10010

in writing of Your withdrawal of such consent.

Name of Individual to Receive Documents by Electronic Delivery

E-mail Address of Individual to Receive Documents by Electronic Delivery

First Named Insured

Print Name of First Named Insured's Authorized Representative

Signature of First Named Insured's Authorized Representative

Date

COWBELL INSURANCE AGENCY, LLC

TERMS AND CONDITIONS

I understand that this Commercial Cyber Insurance Policy is produced by Cowbell Insurance Agency, LLC ("Cowbell Insurance Agency") and underwritten on behalf of National Specialty Insurance Company and Spinnaker Insurance Company. This Commercial Cyber Policy and any and all related policy documents will be issued and administered by Cowbell Insurance Agency. Any payments made in connection with the purchase of this Commercial Cyber Policy are made to and maintained by Cowbell Insurance Agency.

I affirm that I have read, and Cowbell Insurance Agency has advised me to carefully read, the terms, conditions, limitations, exclusions and any applicable endorsements of the commercial cyber insurance policy that I am applying for, which have been made available to me. I affirm that the information that I have provided throughout the application for this insurance is, to the best of my knowledge, true, accurate, and complete.

I understand that any non-disclosure, misrepresentation or non-payment of premium may result in cancellation of or non-renewal of this policy. I understand and agree that my application for this Commercial Cyber Policy will be submitted electronically, and the policy documents related to this insurance, including any notices and updates thereto (collectively, the "Policy Documents"), will be made available to me electronically. Cowbell Insurance Agency is authorized to send, and I agree to accept delivery of, all Policy Documents electronically; accordingly, I understand that I will not be receiving copies of the Policy Documents by standard mail unless required by the department of insurance of the state in which the Policy is issued or pursuant to my request. If I decide that I no longer wish to receive the Policy Documents electronically, I shall contact Cowbell Insurance Agency at support@cowbellcyber.ai to request that the Policy Documents be sent to me by non-electronic delivery. It is my responsibility to provide Cowbell Insurance Agency with a valid and current email address and to check that email address regularly for important Policy Documents from Cowbell Insurance Agency or a valid current address to which Cowbell Insurance Agent can send important Policy Documents to the extent such documents are delivered to me by non-electronic delivery

I have read Cowbell Insurance Agency Terms of Use (available at <https://cowbell.insure/terms/> and upon request), Insurance Fraud Warnings accompanying my application, and State-Specific Signature-Bearing Endorsements accompanying my application.

I represent that I am not currently aware of any accidents, facts or circumstances occurring between the effective date of coverage under this policy at 12:01 AM and today's date, that may result in future claims covered under Cowbell Cyber Prime 100.

Name: _____

Signature: _____

Date: _____