

- **Answer all questions. Blanks and/or dashes, or answers ‘known to underwriters or brokers’ or ‘N/A’ are not acceptable and will delay consideration of this proposal.**
- **If there is insufficient room to complete a question, please attach a signed and dated addendum.**
- **Any documents attached to the proposal form are part of this proposal.**
- **Where appropriate, please tick the “Yes” or “No” box which best indicates your reply.**
- **For the purposes of the proposal form, all subsidiaries of the Insured Entity shall be deemed the Insured Entity and responses must take into account all Insured Entities.**

### Your details

**1. Name**

- a.** Full legal name of each natural person, incorporated body to be insured (collectively referred to in this proposal form as the Insured Entity) as well as any unincorporated business or trading names.

- b.** Are you registered for GST purposes? No  Yes  What is your ABN?

**2. Address**

Principal address  Postcode

Telephone no.  Mobile

Email address  Website address

### Business Activities

**3. a.** State fully the Insured Entity’s business activities.

- b.** Please specify within which band the number of records\* held as part of the Insured Entity’s business:

Number of records held:

\* For the purposes of this question, record means any record that contains personally identifiable information and/or personal health information.

### Revenue

**4. a.** Please state the Insured Entity’s gross revenue/turnover (including fees and sales income) for the **last** 12 months.

Australia \$ <input type="text"/>	Overseas (excluding USA) \$ <input type="text"/>	U.S.A \$ <input type="text"/>
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- b.** For Stamp Duty purposes, please provide a percentage breakdown of the revenue/turnover disclosed in **a.** above by State or Territory.

ACT	%	NSW	%	VIC	%	QLD	%	SA	%
WA	%	TAS	%	NT	%	Overseas	%	Total	%

## Risk management

5. a. Is all personally identifiable and confidential information that is removed from the Insured Entity's premises in any electronic format encrypted? (e.g. USB, disk hard drive, laptops, blackberry's or by any type of smartphone, tablet or other means?)
- Yes  No  **N.B. If "No", an exclusion will be applied to unencrypted portable media.**
- b. Does the Insured Entity update firewalls, virus protection and other security software in place within the Insured Entity's networks within one month of the update being issued?
- Yes  No  **N.B. If "No", we are unable to provide any cover.**
- c. Does the Insured Entity have a Business Continuity Plan (BCP) which includes back-ups stored off-site, in place that is tested at least annually, and can you confirm that your systems can be back up and running within 12 hours of a breach or is the Insured Entity's data hosted off-site by a third party?
- Yes  No  **NB: If "No", we are unable to provide business interruption cover.**

## Vendor management

6. Please identify the Insured Entity's critical vendors:

Type of Vendor	No	Yes	Name of Vendor
Cloud / Back-up / Web Hosting	<input type="checkbox"/>	<input type="checkbox"/>	
Internet Service Provider (ISP)	<input type="checkbox"/>	<input type="checkbox"/>	
Business Critical Software Provider	<input type="checkbox"/>	<input type="checkbox"/>	
Data Processors (e.g. payment processing)	<input type="checkbox"/>	<input type="checkbox"/>	
Point of Sale (POS) Hardware Provider	<input type="checkbox"/>	<input type="checkbox"/>	
Managed Security Services (e.g. firewall, intrusion detection, anti-virus)	<input type="checkbox"/>	<input type="checkbox"/>	

## Computer Crime Cover (Optional Extension)

7. Does the Insured Entity require Computer Crime cover?
- No  If "No", please proceed to Q9. Yes  If "Yes", please answer Q8.
8. Does the Insured Entity:
- a. segregate duties so that no one person can request or authorise: (i) expenditure; (ii) refund monies, or (iii) refund goods?
- Yes  No
- b. segregate duties so that no one person can make payments and reconcile bank statements?
- Yes  No
- c. segregate duties and system passwords so that no one person can request and authorise the release of electronic funds transfers in respect of the same transaction?
- Yes  No
- d. require all cheque requisitions and fund transfers over \$1,000 to be counter signed?
- Yes  No

**N.B. If "No" to any of a. to d. the above, we are unable to provide computer crime cover.**

## Cover required

9. Please indicate which policy limit(s) you would like a quote for:

\$250,000  \$500,000  \$1 million  \$2 million  Other \$

## Insurance history

10. a. Does the Insured Entity currently have in place cyber insurance?

No  Yes  Please complete the table below for the last 2 years.

b. If "No" to a. above, has the Insured Entity ever purchased cyber insurance?

No  Yes  Please complete the table below for the last 2 years you were insured.

Name of Insurer	Period Insured	Sum Insured	Excess	Premium
		\$	\$	\$
		\$	\$	\$

11. Has the Insured Entity ever had an insurer decline a proposal, decline to renew, cancel your insurance, or imposed special terms?

No  Yes  Please provide details below.

## Claims and circumstances

12. Please answer the following questions after enquiry within your organisation.

a. During the past 5 years has any claim been made, or have any circumstances (including but not limited to a privacy or IT security issue) which may give rise to a claim, against any entity or individual to be insured by this insurance been notified to insurers?

No  Yes  Please give details

Year notified	Insurer	Claimant	Nature of claim or circumstance	Amount paid and/or outstanding
				\$
				\$

b. Are there any circumstances (including but not limited to a privacy or IT security issue) not already notified to insurers which may give rise to a claim against any entity or individual to be insured by this insurance?

No  Yes  Please give details

Name of entity or individual	Claimant	Nature of circumstance	Estimate
			\$
			\$

c. Has any principal or staff member ever been subject to disciplinary proceedings, regulatory action, or investigation by any Government, regulatory or administrative agency?

No  Yes  Please give details

Name of entity and principal/staff member	Regulator/Agency	Nature of problem

## Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this proposal form and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this proposal form and the inception date of the insurance to which this proposal relates I/we shall give immediately notice thereof.

I/we agree that, by submitting this form, the personal information I/we provide to CGU Insurance in this form or otherwise may be collected, held, used and disclosed in the manner set out in the CGU Privacy Policy found at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy), including for processing this proposal form and providing me/us with cover.

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this proposal form and I/we complete this proposal form on my/our and their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

Signature

Date

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered.

If in doubt, please contact your insurance broker since non-disclosure may affect an insured's right of recovery under the policy or lead to it being avoided.

### PLEASE READ AND RETAIN IN YOUR FILE

The proposed insurance is issued on a 'claims made' basis.

This means that the policy responds to:

1. claims first made against the insured during the policy period and notified to CGU Insurance during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured's position that a claim may be made against the insured; and
2. 'claims circumstances' notified pursuant to Section 40 (3) of the *Insurance Contracts Act* which states:  
*'where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract'*.

After policy expiry, no new claims can be made on the expired policy even though the event giving rise to the claim may have occurred during the policy period.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

### DUTY OF DISCLOSURE

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by us
- that is of common knowledge
- that we know or, in the ordinary course of our business, ought to know
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

### Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

### Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Insurance shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

### Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

<b>Enquiries</b>	13 24 81	<b>Mailing address</b>	
<b>Claims</b>	13 24 80	GPO Box 9902 in your capital city	

**Sydney**  
388 George St  
Sydney  
NSW 2000

**Melbourne**  
181 William St  
Melbourne  
VIC 3000

**Brisbane**  
189 Grey St  
South Bank  
QLD 4101

**Perth**  
46 Colin St  
West Perth  
WA 6005

**Adelaide**  
80 Flinders St  
Adelaide  
SA 5000