

Cyber Risks

Proposal form

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374



Cyber

Powered by  AGILE.

Coverholder at 

Important Information

Important information relating to this proposal form. You should read the following advice before proceeding to complete this proposal form.

1. Duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of any matter:

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

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

2. Claims made and notified basis of coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis. This means that the Insuring Clause responds to: (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and (b) written notification of facts pursuant to section 40(3) of the *Insurance Contracts Act 1984*. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the policy period. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, section 40(3) of the *Insurance Contracts Act 1984* is set out below:

"S40(3) 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 the

insurance cover provided by the contract.” When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

3. Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

4. Subrogation waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

5. Average provision

If your policy provides for 'Costs in Addition' to the limit of indemnity and if a payment in excess of the limit of indemnity available under your policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim payments.

6. Privacy statement

Agile Underwriting is committed to protecting the privacy of the personal information you provide us. Agile collects uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim. If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim.

We may disclose the personal information we collect:

1. To our relevant employees involved in delivering our services; — If your insurance broker collects this form from you, to that broker;
2. To facilitators such as legal firms, professional experts such as accountants, actuaries, — engineers and technology experts;
3. To the insurance companies with whom we transact business;

4. To the Certain Underwriters at Lloyd's we represent (which are located in the United Kingdom)
5. To insurance reference bureau or credit reference bureau;
6. To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on 1300 705 031.

By completing and returning the proposal form and providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above.

This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice. From time to time, we may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please advise us on 1300 705 031.

The Insurer

The Insurer of this Policy is Certain Underwriters at Lloyd's acting through Agile Underwriting Agency Pty Ltd (Agile) as their agent.

Agile has been provided with a binding authority by the Insurers which allows us to enter into policies and settle claims on the Insurer's behalf, subject to the terms of the binder authority. In dealing with the Policy, Agile acts for the Insurer and not you.

It is recommended that the Insured seeks independent legal advice as to the appropriateness of this Policy.

Special provisions in the *Insurance Act 1973* allow Lloyd's Underwriters to underwrite insurance business in Australia. Furthermore the Insurer and Agile are regulated by both APRA (Australian Prudential Regulation Authority) and ASIC (Australian Securities and Investments Commission).

7. General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. By incorporating these standards into our business, we are committed to providing the highest level of service to our customers, every time. Access a copy of the Code at <http://www.codeofpractice.com.au/> or alternatively, contact the Insurance Council of Australia on 9253 5100.

8. Our complaints handling procedures

Any enquiry or complaint relating to this insurance should, in the first instance, be referred to Agile. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Australia Limited Level 9 1 O'Connell Street Sydney NSW 2000

Telephone Number: (02) 8298 0700 | Facsimile Number: (02) 8298 0788

The Certain Underwriters at Lloyd's supporting Agile's binding authority agree that:

- a) In the event of a dispute arising under this Insurance, the underwriters at the request of the insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b) Any summons notice or process to be served upon the underwriters may be served upon Lloyd's General Representative in Australia, Level 9, 1 O'Connell Street, Sydney NSW 2000, who has authority to accept service and to enter an appearance on the underwriters' behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on underwriters' behalf.
- c) If a suit is instituted against any one of the underwriters, all underwriters on the binding authority will abide by the final decision of such Court or any competent Appellate Court.

Section 1 – Details of the insured

1. Names of all entities to be insured:

Name:	ABN:
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2. Contact details:

Telephone number:	Website address:
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Email address:

3. Address of principal office:

Street Address:

City:	State:	Postcode:
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4. Business Description:

5. Annual Revenue *If greater than \$50m we will require a supplementary application form to be completed*

Location	Last financial year	This financial year (estimate)	Next financial year (estimate)
(a) Australia/New Zealand	\$	\$	\$
(b) USA/Canada	\$	\$	\$
(c) Other	\$	\$	\$
Total of (a), (b) and (c) above	\$	\$	\$

6. Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location as follows:

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

7. Records

Please estimate the number of individuals personally identifiable records currently stored within your own or third party networks? (including contact information, tax file number, driver's licence number, healthcare information, credit/debit card information, financial information or other sensitive information eg. racial or ethnic origin, political opinion, religious beliefs, sexual orientation or criminal record.)

Please check approximate amount below:

- | | | |
|---|---|--|
| <input type="checkbox"/> Less than 50,000 | <input type="checkbox"/> 50,001 to 100,000 | <input type="checkbox"/> 100,001 to 250,000 |
| <input type="checkbox"/> 250,001 to 500,000 | <input type="checkbox"/> 500,001 to 1,000,000 | <input type="checkbox"/> More than 1,000,000 |

If greater than 1m we will require a supplementary application form to be completed

Section 2 – Risk Management Controls

- | | |
|--|---|
| <p>8. Do you or your cloud hosting provider, back-up your data at least once per week and store these back-ups in a location that is separate from your physical premises?</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>9. Do you have any anti-virus software installed and enabled on all desktops, laptops and servers (excluding database servers) and is it updated on a regular basis (at least weekly)?</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>10. Do you have firewall technology under at all internet points of presence and do formal firewall configurations exist?</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>11. Do you store 'sensitive' personal information on portable media devices?</p> <p>If 'yes' to are such portable media devices carrying sensitive personal information encrypted?</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>12. Do you process or store credit card information where this is not outsourced to a third party that accepts full responsibility for PCI compliance?</p> <p>If 'yes' have you have been certified as being PCI compliant within the last 12 months or have you successfully completed a self-assessment audit.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>13. Do you have a process in place that requires legal sign off prior to content being published on your website, social media pages or physical media?</p> <p>If the answer is 'no' please provide approval procedures as an appendix to this application.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>14. Do you, or your IT outsourced service provider, have a patch management policy in place that enables you to implement critical patches within 30 days?</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |

15. Can you confirm that no more than 20% of your revenue comes from one customer or is accounted for in one month of last financial year? Yes No

If the answer is 'no' please provide details as an appendix to this application.

16. Do at least two members of staff review and authorise any transfers or funds, signing of cheques or for the issuance of instructions for the disbursement of assets, funds or investments, where the amount exceeds \$10,000? Yes No

17. Do you verify new customer or supplier bank account information (including name, address and bank account number) prior to initiating any financial transaction with such supplier or customer? Yes No

18. In the last 5 years have you (including any directors, officers or C Suite members) received, or are there currently pending, any claims, complaints or incidents which may be covered under this proposed insurance, and/or do you (including any directors, officers or C Suite members) have knowledge of any fact, circumstance, situation, event, or transaction which may give rise to a claim or loss under this proposed insurance? Yes No

If the answer is yes please provide details as an appendix to this application.

19. Please identify all critical vendors

ISP:	Anti-Virus / Firewall vendors:
Cloud hosting vendors:	Critical software vendors:

Section 3 – Quotation Options

1. **Aggregate Policy Limit Local Currency:**
 \$500,000 \$1,000,000 \$2,000,000 \$2,500,000 \$3,000,000 \$5,000,000
2. **Other limit options:**
3. **Excess requested:**
4. **Other excess options:**

Declaration

I/we the undersigned duly authorised person(s) declare that:

- (i) I am/we are authorised by each of the Insured to sign this Proposal Form; and
- (ii) the above statements are correct, true and complete; and
- (iii) no information material to this Proposal Form has been withheld; and
- (iv) I/we have read the important facts which you have put before me/us and I/we understand the advice given in relation to the duty of disclosure; and
- (v) I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- (vi) I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- (vii) I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- (viii) I/we acknowledge that the insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- (ix) except where indicated to the contrary, I/we understand that any statement made in this Proposal Form will be treated by the insurer as a statement made by all persons to be insured; and
- (x) I/we have read Agile's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Insured for the purposes shown in the Privacy Statement.

Signed by:

Name of Partner(s) or Director(s):	On behalf of (insert name of firm):
Signature:	Date: (DD/MM/YY) / /

If completing electronically, print out the completed form and attach a manual signature.

Appendix

Please provide additional information as indicated in the proposal form.