



PROPOSAL FORM: CYBER & PRIVACY PROTECTION INSURANCE

IMPORTANT NOTICE

PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM

Your Duty of Disclosure

Before you complete this Proposal Form and enter into a contract of general insurance, please be aware that you have a duty, under the *Insurance Contracts Act 1984* (Cth.), 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 the insurance and, if so, upon 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 matters:

- 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 its business, ought to know; or
- Where the insurer agrees to waive compliance with your duty of disclosure.

(It should be noted that this duty continues after the Proposal Form has been completed up until the time the policy is entered into.)

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a Claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract in its entirety. It is therefore vital that you make sufficient enquiries BEFORE you complete your Proposal Form and BEFORE you sign any declaration that there has been no change in the information provided.

Cyber & Privacy Protection Insurance is issued on a CLAIMS MADE and NOTIFIED basis. This means that these covers only respond to:

- (1) Claims first made against you during the insurance period and notified to the Insurer during that insurance period, providing 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 you; and
- (2) Claims notified pursuant to Section 40, sub-section 3 of the *Insurance Contracts Act 1984* (Cth.), 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".

When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to a Claim against you may have occurred during the insurance period. You will not be entitled to indemnity under your new policy in respect of any Claim arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you. When completing this Proposal Form, you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you. This is important to ensure that you make proper disclosure (refer to notice pursuant to the *Insurance Contracts Act 1984* (Cth.)) in order that your entitlement to full indemnity under your new policy is not placed in jeopardy. In accordance with the provisions of the *Insurance Contracts Act 1984* (Cth.), DUAL Australia is required to advise you of your responsibilities in relation to the disclosure of relevant information.

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Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

When Completing this Proposal Form

- Please answer all questions honestly, giving full and complete answers.
- It is the duty of the Applicant to provide all information that is requested in the Proposal Form as well as to add any additional relevant facts.
- A relevant fact is a fact and/or circumstance that may influence the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to the question.
- The Proposal Form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting Cyber Liability & Privacy Protection Insurance for the firm who acts as a Applicant.

This Proposal Form DOES NOT BIND the Proposer or the Insurer to complete the insurance but will form part of any insurance.

Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Hyperion Insurance Group and may provide your information to UK based Group entities who provide us with business support services.

We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (0)2 9248 6300), email (reception@dualaustralia.com.au) or by visiting our website (www.dualaustralia.com.au).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

Notification of Circumstances or Events, which may give rise to a Claim

All notifications to DUAL Australia should be addressed to:

The National Claims Manager

By Email: claims@dualaustralia.com.au

By Mail: GPO Box 7101
Sydney NSW 2001
Australia

DUAL Australia recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence with us or your insurance broker or agent).

SECTION 1: APPLICANT DETAILS

Name: _____

Address: _____

State: _____ Postcode: _____

Website: _____

SECTION 2: COVER REQUIRED

1. Please indicate cover required:

\$500,000 [] \$1,000,000 [] \$2,000,000 [] \$3,000,000 []

\$4,000,000 [] \$5,000,000 [] Other [] \$ _____

Excess Required: \$ _____

SECTION 3: BUSINESS ACTIVITIES

1. Please describe the nature of your business activities and include the activities of any subsidiaries that you want to be covered.

SECTION 4: GROSS TURNOVER

	Past year ending / /	Current Year	Estimate for coming year
Total Turnover	\$	\$	\$
Arising in USA	\$	\$	\$

SECTION 5: PRIVACY DETAILS

- Do you secure remote access to your network and data (SSL, IPSec, SSH, etc.)? Yes [] No []
- Do you run commercially licensed firewalls and antivirus? Yes [] No []
- Do you enforce a policy of auditing and managing computer and user accounts? Yes [] No []
- Are all mobile devices (such as laptops, tablets, smartphones and memory sticks) password protected?
Yes [] No []
- Are you PCI compliant, if applicable? If not applicable, leave blank Yes [] No []

SECTION 6: BUSINESS INTERRUPTION

- Does the Disaster Recovery Plan or Business Continuity Plan take Cyber perils into consideration?
Yes [] No []
- Network Dependency - after how long will your business be impacted by a loss to your site/systems?
6 hours [] 12 hours [] 24 hours [] 48 hours []
- Do you outsource any critical systems/applications to third parties? Yes [] No []
If so, whom? _____
- Do you back up critical data at least once a week? Yes [] No []

SECTION 7: REGULATORY ISSUES

- Have you ever been investigated in respect of personally identifiable information, including but not limited to payment card information, or your privacy practices? Yes [] No []
- Have you been asked to supply any regulator or similar body with information relating to personally identifiable information or your privacy practices? Yes [] No []
- Have you ever been asked to sign a consent order or equivalent in respect of personally identifiable information or your privacy practices? Yes [] No []
- Have you ever received a complaint relating to the handling of someone's personally identifiable information? Yes [] No []

SECTION 8: CLAIMS DETAILS

- Have you suffered any loss or has any claim whether successful or not ever been made against you?
Yes [] No []
- Are you aware of any matter which is likely to lead to you suffering a loss or a claim being made against you?
Yes [] No []

If YES, please specify details (attach additional information if required):

Material Information

Please provide us with details of any other information which may be material to our consideration of your application for insurance. If you have any doubt over whether something is relevant, please let us have details:

SECTION 9: INCOME DETAILS

In respect of gross turnover for the last financial year, please provide a breakdown by State

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	O/S
%	%	%	%	%	%	%	%	%

SECTION 10: DECLARATION

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this Proposal and the inception date of the insurance to which this Proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

I, FULL NAME: _____

POSITION: _____

SIGNATURE: _____ DATE: ____ / ____ / ____

IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT PLEASE CONTACT THE BROKER OR AGENT, SINCE NON-DISCLOSURE MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY

DUAL Australia recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence)

HOW TO CONTACT DUAL AUSTRALIA PTY LTD:

Address: DUAL Australia Pty Ltd
GPO Box 7101
Sydney NSW 2001
Australia

Telephone: 1300 769 772 (If dialling from outside Australia +61 2 9248 6300)

E-mail: enquiries@dualaustralia.com.au