

## IMPORTANT NOTICE

### Please read the following before proceeding to complete this proposal form

#### Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty to disclose to the Insurer every matter that you know, or could reasonably be expected to know about yourself and others to be insured, 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 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 their Insurer.

(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 from its beginning. 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 proposed.

#### Jurisdiction

Except to the extent otherwise provided in any subsequently issued policy, the content and use of this form and agreement entered into pursuant to this form or any dealing in relation to or arising from this are governed by the laws of New Zealand and in relation to those matters, the parties submit to the jurisdiction of the courts of New Zealand.

#### 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 or 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.

#### Notice of Circumstances or Events

If during the period of this Policy, the Insured becomes aware of any circumstances which give rise to a Claim under the Policy and shall during the period of this insurance gives written notice to the Insurer of such circumstances, any Claim which may be subsequently made arising out of the circumstances of which notification has been given shall be deemed to be a Claim made during the period of this Policy whenever such Claim may actually be made.

#### 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.

#### 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.  
  
Note: 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 organisation who acts as the Applicant.

**This proposal form DOES NOT BIND the Applicant or the Insurer to complete the insurance but will form part of any insurance.**

### Privacy Collection Statement

At DUAL New Zealand, we are committed to protecting your privacy and complying with the Privacy Act 2020 (NZ) (Privacy Act).

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not 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 personal 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 may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies). We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at [privacy@dualnewzealand.co.nz](mailto:privacy@dualnewzealand.co.nz) or access it via our website using the following [link](#).

### Fair Insurance Code

Our policies are Insurance Council of New Zealand's Fair Insurance Code of Practice compliant, apart from any claims adjusted outside New Zealand. Underwriters at Lloyd's and DUAL New Zealand proudly support the Fair Insurance Code. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of this Code is available by contacting DUAL New Zealand on +64 09 973 0190 or from the Insurance Council of New Zealand's website at [www.icnz.org.nz](http://www.icnz.org.nz).

## Section 1

### Details of Applicant

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Web Address: \_\_\_\_\_

## 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:

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## Section 4 | Gross Turnover

1. Please provide a full description of your business activities and operations and a breakdown of the turnover for each activity or operation (If a landlord, advise of your tenants' business):

	Past year ending / /	Current Year	Estimate for Coming Year
<b>Total Turnover</b>	\$	\$	\$
<b>Arising in USA</b>	\$	\$	\$

## Section 5 | Privacy Details

1. Do you secure remote access to your network and data (SSL, IPSec, SSH, etc.)? Yes  No
2. Do you run commercially licensed firewalls and antivirus? Yes  No
3. Do you enforce a policy of auditing and managing computer and user accounts? Yes  No
4. Are all mobile devices (such as laptops, tablets, smartphones and memory sticks) password protected? Yes  No
5. If applicable, are you PCI compliant? Yes  No

## Section 6 | Optional Extension - Social Engineering, Phishing & Cyber Fraud

1. Do you wish to have cover for Social Engineering, Phishing and Cyber Fraud? Yes  No
2. If YES, please answer the following questions:
- a. Are all requests to alter supplier and customer details including bank account details, independently verified with a known contact for authenticity? Yes  No
- b. Do you ensure that at least two members of staff authorise any transfer of funds, signing of cheques (above \$2,000) and the issuance of instructions for the disbursement of assets, funds or investments? Yes  No

## Section 7 | Business Interruption

1. Does the Disaster Recovery Plan or Business Continuity Plan take Cyber perils into consideration? Yes  No
2. 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
3. Do you outsource any critical systems/applications to third parties? Yes  No   
If so, whom? \_\_\_\_\_
4. Do you back up critical data at least once a week? Yes  No

## Section 8 | Regulatory Issues

- |   |                                  |                                 |
|---|----------------------------------|---------------------------------|
| 1. Have you ever been investigated in respect of personally identifiable information, including but not limited to payment card information, or your privacy practices? | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |
| 2. Have you been asked to supply any regulator or similar body with information relating to personally identifiable information or your privacy practices?              | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |
| 3. Have you ever been asked to sign a consent order or equivalent in respect of personally identifiable information or your privacy practices?                          | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |
| 4. Have you ever received a complaint relating to the handling of someone's personally identifiable information?  | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |

## Section 9 | Claims Details

- |   |                                  |                                 |
|---|----------------------------------|---------------------------------|
| 1. Have you suffered any loss or has any claim whether successful or not ever been made against you?              | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |
| 2. Are you aware of any matter which is likely to lead to you suffering a loss or a claim being made against you? | Yes [ <input type="checkbox"/> ] | No [ <input type="checkbox"/> ] |

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

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### 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:

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## 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(s) 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 Collection 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.

The undersigned acknowledges that they have read the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

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

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 New Zealand 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).