

# Cyber Insurance Proposal Form

## Important Information

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurer to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including the Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time).

If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

## Claims Made Policy

This proposal is for a Claims Made Policy. This means that the policy only responds to:

- Claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy, and
- Events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period.

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## Privacy Statement

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs. A copy of Our Privacy Policy is located on Our website at [www.sura.com.au](http://www.sura.com.au)

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us. If you wish to access your file please ask us.

## Agent Of Insurers

In arranging this insurance, SURA Professional Risks Pty Ltd is acting under an authority given to it by insurers, and is acting as the agent of the insurer and not as your agent.

## Not a Renewable Contract

Most Cyber Insurances are not renewable contracts so the Policy will terminate on the expiry date indicated. If you therefore require a subsequent Policy, you will need to complete and submit a new proposal form for assessment prior to the termination of the current policy.

## General Insurance Code Of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit [www.codeofpractise.com.au](http://www.codeofpractise.com.au) or alternatively you can request a brochure on the Code from Us.

**1. Full name and address of firm to be insured**

Name  ABN

Address  Postcode

City  Date Established

Email  Website

Type of Business  Number of Employees

**2. Please tick the respective boxes to confirm which limits of liability you require to be quoted**

\$250,000
  \$500,000
  \$1,000,000
  \$2,000,000
  \$5,000,000
  Other please state \$

**3. Income**

What is Your Annual Turnover broken down by Territory?

	Last Year	Current Year	Next Year
Australia & New Zealand	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
USA/Canada	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Rest of the World	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<b>Total</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Please provide a percentage breakdown of turnover by location

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Overseas
<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

#### 4. Please confirm that you comply with each of the following statements

1. You have controls in place ensuring timely removal of system access when an employee leaves the organisation, or when access is no longer required for business purposes.  Yes  No
2. You perform backups of data, applications and system configurations at least weekly. If these are physically stored off-site, they are encrypted.  Yes  No
3. You know what sensitive or private information is in your custody, where it is stored and how to contact individuals in the event of a breach.  Yes  No
4. You have and follow a data retention and destruction policy.  Yes  No
5. You have the following security standards in place: regularly updated firewalls and anti-virus systems, and security patches for your system are implemented as soon as practical.  Yes  No
6. If remote access is allowed to your **corporate network**, you limit to 2FA (e.g. some combination of VPN or Access Token, and password / account login) only.  Yes  No
7. You encrypt sensitive data that is physically removed from your premises by mobile device (e.g. laptop / USB / mobile phones).  Yes  No
8. You are not aware of a matter that is reasonably likely to give rise to any loss or claim, nor have you suffered any loss or any claim being made against you in the last 5 years.  Yes  No
9. You have not been subject to any government action, investigation or subpoena regarding any alleged violation of any privacy / data security law or regulation.  Yes  No

#### 5. Social engineering fraud

1. Do employees receive anti-fraud training including but not limited to detection of impersonation fraud or phishing scams?  Yes  No
2. Do You verify any requests to transfer funds or change bank details, made by third party, by calling back the third party using a contact details previously provided?  Yes  No
3. Do You verify any request to transfer funds made by an employee, officer or owners by calling back the employee, officer or owner at the telephone number listed in the company directory?  Yes  No
4. Have You had any previous losses in respect to impersonation fraud/social engineering in the past five years?  Yes  No

**Declaration**

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be authorised to sign on behalf of all persons / entities identified as the intending insured(s).

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

I/We agree that this Proposal Form together with any other information supplied by me/us shall form the basis of any Contract of Insurance effected. I/We undertake to inform the insurer of any material alteration to this information occurring before the proposed insurance commences.

I/We declare that the statements and particulars contained within this Proposal Form are true and that I/We have not mis-stated or suppressed any material facts.

I/We understand that the insurer is relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. This consent remains valid until I/We alter or revoke it by written notice. I/We also undertake to advise any changes to my/our personal information.

Signature

(This Proposal is to be signed by a Principal, Partner or Director of the Proposed Insured)

Title of signatory

Full name

Date