



InterPrac Cyber eRisks

SME Questionnaire

- Please only complete this Questionnaire if the Proposers annual gross revenue is less than \$25m and they require limits of indemnity up and including \$2m.
- If the Proposer's Revenue is greater than \$25m or requires limits in excess of \$2m, please complete our Cyber Addendum

InterPrac General Insurance Pty Ltd	London Australia Underwriting Pty Ltd
Shop 2, 172–176 Mclvor Road Bendigo VIC 3550	Level 35, 100 Miller St North Sydney NSW 2060
t 1800 086 666 / (03) 5444 4871	t 02 8912 6400
f 1300 161 756	f 02 8912 6401
e insurance@interprac.com.au	
www.interprac.com.au	www.lauw.com.au
InterPrac General Insurance Pty Ltd is an authorised representative (AR 441745) of PSC Connect Pty Ltd AFSL 344648.	



IMPORTANT NOTICES

Pursuant to the provisions of the *Insurance Contracts Act 1984* (Cth), Underwriters are required to notify you of the following relevant information.

Your Duty of Disclosure

In accordance with the provisions of the *Insurance Contracts Act 1984* (Cth), you have a duty to disclose to the Underwriter every matter that you know, or could reasonably be expected to know, is relevant to the Underwriter's decision whether to accept the risk of the insurance and, if so, on what terms.

This duty does not require disclosure of matters that diminish the risk to be undertaken by the Underwriter, that are common knowledge, or that the Underwriter knows or, in the ordinary course of its business, should know, or as to which compliance with your duty is waived by the Underwriter.

It should be noted that this duty continues until the Policy is entered into with Underwriters, and extends to any renewal, reinstatement, variation or extension to the Policy.

Non-Disclosure

Underwriters may be entitled to either reduce their liability under the contract in respect of a Claim, cancel the contract or avoid the contract from its beginning in accordance with the provisions of the *Insurance Contract Act 1984* (Cth) if you fail to comply with your duty of disclosure.

Claims Made

This is a "claims made" policy of insurance, which means that it only covers claims made against an insured and notified to Underwriters during the period of insurance. By operation of Section 40(3) of the *Insurance Contracts Act 1984* (Cth), where the insured gives 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.

Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

Utmost Good Faith

In accordance with Section 13 of the *Insurance Contracts Act 1984* (Cth), the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer / insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

Privacy Notice

LAUW and **Underwriters** are committed to compliance with the provisions of the Australian Privacy Principles and the *Privacy Act 1988* (Commonwealth). In order for **Underwriters** to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent **Underwriters** from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so.

LAUW and **Underwriters** may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by **Underwriters** or LAUW on behalf of **Underwriters** such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to **Underwriters'** privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. For further details please see: <http://lauw.com.au/privacy-policy.php>



SECTION 1 PARTICULARS OF PROPOSER

In respect of this proposal form the "Proposer" will be deemed to be the first named insured and all subsidiaries as listed for whom cover is sought.

Please complete the following:

1.	Company name:	
2.	Address:	
3.	Business Activity:	
4.	Please confirm the total income of the Company for the past 12 months:	
5.	Does the Proposer use a third party to host their data or business applications?	<input type="checkbox"/> No <input type="checkbox"/> Yes
6.	If 'Yes', please provide the name of the third party and their location:	

SECTION 2 RISK ASSESMENT UNDERWRITING QUESTIONS

1.	Does the Proposer have a Business Continuity Plan in place, which is tested annually, and confirms you can be back up and running within 24hrs?	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.	Does the Proposer have antivirus software installed on its network and PC's and are firewalls in place and are these are regularly updated (at least quarterly)?	<input type="checkbox"/> No <input type="checkbox"/> Yes
3.	Does the Proposer ensure all web hosting is done by a third party service provider and that full rights of recourse are available under contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes
4.	Does the Proposer allow Personal Information to be stored on portable media devices?	<input type="checkbox"/> No <input type="checkbox"/> Yes
5.	If Yes to 4. above, please confirm the Proposer ensures that portable media devices carrying Personal Information are encrypted	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A

SECTION 3 CLAIMS/LOSS DETAILS

1.	<p>In the past 5 years has:</p> <p>a) The Proposer been made aware of any matter that is reasonably likely to give rise to a loss or claim under such insurance policy, or have they suffered any loss, or a claim been made against them?</p> <p>b) The Proposer or any Director been subject to any regulatory, government or administrative action brought against them or any investigation or information request concerning the handling of personal information?</p>
	<input type="checkbox"/> No <input type="checkbox"/> Yes (if 'Yes' please provide further info)



SECTION 4 OTHER INSURANCE

1. Does the Proposer (or anyone intended to be covered under the policy) maintain insurance that provides cover (in part or in whole) the risk proposed to covered by this policy? ☐ No ☐ Yes

2. If yes, please provide us with the following information set out below:

Insurer	Policy type	Policy number	Expiry date	Limit of Indemnity

SECTION 5 STAMP DUTY SPLIT

1. For the purpose of calculating Stamp Duty please confirm the number of employees in the relevant State of Australia:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

SECTION 6 DECLARATION

Declaration

We declare that the above answers, statements, particulars are true to the very best of the knowledge and belief of the **Proposer**. After full enquiry, I/We also confirm that We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

We acknowledge that we have read and understood the content of the **Important Notice** contained in this proposal.

This Proposal must be signed by a senior owner, Partner, Officer or Director of the Insured

Signed:

Date:

Name:

Position:

Company:



Glossary of terms:

Business Continuity Plan means an internal document that identifies an organisations exposure to internal and external threats and provides a roadmap for continuing operations under adverse conditions both physical and non-physical such as natural disasters or cyber attacks.

Business Continuity Plans (BCP) are sometimes referred to as Disaster Recovery Plans (DRP) and the two have much in common. However a DRP should be oriented towards recovering after a disaster whereas a BCP shows how to continue doing business until recovery is accomplished. Both are very important and are often combined into a single document for convenience.

Portable media device means all disks, tapes, USB or flash memory data storage device, laptops, blackberry's or any type of smart phone, tablet or removable device capable of storing data.

Personal information means any information or an opinion about an identified individual or an individual who is reasonably identifiable whether the information or opinion is:

- (a) true or not; and
- (b) is recorded in a material form or not,

including but not limited to an individual's name, tax file number, Medicare number, healthcare information, drivers license number, bank account number, credit card and debit card numbers, access codes, or passwords, and any other personal information as defined in the *Privacy Act 1988 (Cth)* and *Privacy Amendment (Enhancing Protection Act) 2012 (Cth)* and other federal, state, territory or local privacy legislation (including health specific privacy legislation) and any rule or regulation promulgated thereunder.