



InterPrac General Insurance Pty Ltd is an authorised representative (AR 441745) of PSC Connect Pty Ltd AFSL 344648.

CYBER DECLARATION FORM

Please provide the following details:	
1.	Company name:
2.	Address:
3.	Business Activity:
4.	Please confirm the total income 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:

7. 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

I/We confirm that Antivirus software is installed on our network and PC's & firewalls are in place and that these are regularly updated (at least quarterly).

I/We confirm that back-ups of all critical data are made on at least a weekly basis.

I/We also confirm that during the past 5 years;

- a) I/We have not been aware of any matter that is reasonably likely to give rise to a loss or claim under such insurance policy, nor has any loss been suffered, nor has any claim been made against us
- b) I/We or any Director have not been subject to any regulatory, government or administrative action brought against us, nor any investigation or information request concerning the handling of Personal Information.

Signed on behalf of: _____

Signature of Authorised person: _____

Date: _____



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>