

## IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL

### Obtaining a Quotation

To minimise delays in obtaining a quotation please provide complete answers to all questions in this proposal and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

### Your Duty of Disclosure

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### Non-disclosure (if you do not tell us something)

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Defence Costs & Averaging Provision

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, where applicable shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

### Claims Made and Notified Policy

The cover provided under this policy may include insurance that operates on a 'Claims Made and Notified' basis. This means that the policy will only cover you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the period of expiry, the insurer is not relieved of liability under the insurance contract in respect of the claim, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

### Liability assumed by you under a contract or agreement

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

### **Subrogation Agreements**

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

### **Privacy**

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principles. Our full privacy policy can be accessed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link 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 emailing to [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au)

### **Consent**

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

### **Claims Conditions**

#### Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in any event, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

[claims@aboutunderwriting.com.au](mailto:claims@aboutunderwriting.com.au)

Attention: Claims Manager

About Underwriting Pty Ltd

PO Box 16106

Collins Street West, Melbourne, VIC 8007

#### Summary

You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to have the conduct of any claim and may do so in your name.

The claims conditions are more fully described in the "claims conditions" sections of the accompanying policy.

### Complaints, Disputes or Feedback

If you wish to make a complaint or provide feedback about our products or services, or a Privacy breach, you can contact us at [complaints@aboutunderwriting.com.au](mailto:complaints@aboutunderwriting.com.au) or [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au). Please refer to our complaints & disputes process detailed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au).

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 1603 Level 16, 1 Macquarie Place  
Sydney NSW 2000  
Telephone Number: (02) 8298 0700  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Complaints that cannot be resolved can be escalated to an independent dispute resolution body; Australian Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply. Contact details are:

Australian Financial Complaints Authority  
Phone: 1800 931 678  
Fax: (03) 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Internet: <https://www.afca.org.au>  
GPO Box 3, Melbourne, VIC 3001

## Cyber Liability Addendum

This Addendum is for Cyber Liability.

“You/your” in this Addendum means the “Named Insured”.

### About you

1. Named insured(s):



2. Address:

3. Website:

### About the business

4. Annual gross revenues:

Last financial year:    Current Financial    Next financial year:

Year




5. Approximately how many PII’s are retained or processed within your computer network, databases and records? *(PII is defined as a personally identifiable record on an individual that can be used to identify, contact or locate a single individual. Multiple pieces of information on the same person count as one record).*

6. Identify the type of PII retained on your network: Payment Card Data Healthcare Data Other PII:

Payment Card Data

Healthcare Data

Other PII

7. Please provide a brief description of your main business operations:

8. Current number of employees:

### 9. Network Security Information

a. Please indicate which of the following you have in place:

Business Continuity Plan that addresses network outages:  Yes  No

Incident Response Plan:  Yes  No

Disaster Recovery Plan:  Yes  No

b. Are the plans tested annually?

If 'no', please provide an explanation why:

c. Are all portable media devices encrypted?  Yes  No

If 'no', please detail the type and how much PII is stored on portable media devices and how it is protected in the absence of encryption:

d. Is all sensitive and confidential information stored on your databases, servers and data files encrypted?

Yes  No

e. Is all sensitive and confidential information encrypted in transit?

Yes  No

f. Is all information held in a physical form disposed of or recycled by confidential and secure methods?

Yes  No

g. Please confirm up-to-date compliance with relevant regulatory and industry framework:

HITECH  Yes  No

GDPR  Yes  No

Payment Card Industry (PCI) Data Security Standard  Yes  No

h. How many credit/debit card transactions do you process or are processed on your behalf annually?

i. Do you back-up sensitive / critical data on a daily basis?  Yes  No

If 'no', please indicate how often you back-up sensitive / critical data

j. Do you install critical patches within 30 days of release?  Yes  No

k. Do you provide mandatory training to all employees on IT security and privacy issues?  Yes  No

If 'yes', does this include focused training on social engineering / phishing / spear phishing?  Yes  No

**10. Third Party Providers**

Do you require all IT service providers to demonstrate adequate security policies and procedures?

Yes       No

Are all IT service providers required by contract to indemnify the Proposer for harm arising from a breach of the provider’s security?

Yes       No

If you outsource an IT or business process to a third party, (such as hosting, EDP, call centres/customer service, etc.) please identify your top three independent contractors:

| Vendor Name: | Country: | Services performed: |
|--------------|----------|---------------------|
|              |          |                     |
|              |          |                     |
|              |          |                     |



**11. Ransomware**

Email Security

a. Do you pre-screen e-mails for potentially malicious attachments and links?

Yes  No

b. Do you provide a quarantine service for your users?

Yes  No

c. Do you have the capability to automatically detonate and evaluate attachments in a sandbox to determine if malicious prior to delivery to the end-user?

Yes  No

d. Do you strictly enforce Sender Policy Framework (SPF) on incoming e-mails?

Yes  No

e. How often is phishing training conducted to all staff (e.g. monthly, quarterly, annually)?

f. Can your users access e-mail through a web app on a non-corporate device?

Yes  No

If 'yes', do you enforce Multi-Factor Authentication (MFA)?

Yes  No

g. Do you use Office 365 in your organisation?

Yes  No

If 'yes'. Do you use the o365 Advanced Threat Protection add-on?

Yes  No

**12. Internal Security**

a. Do you use an endpoint protection (EPP) product across your enterprise?  Yes  No

If yes, which product?

b. Do you use endpoint detection and response (EDR) across your enterprise?  Yes  No

If yes, which product?

c. Do you use MFA to protect privileged user accounts?  Yes  No

d. Is a hardened baseline configuration materially rolled out across servers, laptops, desktops and managed mobile devices?  Yes  No  Partial

e. What % of the enterprise is covered by your scheduled vulnerability scans?

f. In what time frame do you install critical and high severity patches across your enterprise?

Within 2 weeks  Within 1 month  Within 2 months  On an Ad Hoc basis

g. If you have any end of life or end of support software, is it segregated from the rest of the network?

Yes  No  Partial  N/A

h. Have you configured host-based and network firewalls to disallow inbound connections by default?

Yes  No  Partial

i. Do you use a protective DNS service (e.g. Quad9, OpenDNS or the public sector (PDNS))?

Yes  No

j. Do you use an endpoint application isolation and containment technology?

Yes  No

If yes, which product?

k. Do your users have local admin rights on their laptop / desktop?

Yes       No

l. Can users run MS Office Macro enabled documents on their system by default?

Yes       No       Partial

m. Do you provide your users with a password manager software?

Yes       No

n. Do you manage privileged accounts using tooling? E.g. CyberArk

Yes       No       Partial

o. Do you have a security operations centre established, either in-house or outsourced?

Yes 24/7       No       Yes Working Hours

p. Please use the space below to detail any other information relating to Internal Security you wish to raise:

**13. Back-Up and Recovery Policies**

a. Are your backups encrypted?

Yes       No       Partial

b. Are your backups kept separate from your network ('offline'), or in a cloud service designed for this purpose?

Yes Fully Offline       Yes Cloud Service       Partially Offline       No

c. Do you use a Cloud syncing service (e.g. Dropbox, OneDrive, SharePoint, Google Drive) for backups?

Yes       No

d. Have you tested the successful restoration and recovery of key server configurations and data from backups in the last 6 months?

Yes       No       Partial

e. Are you able to test the integrity of back-ups prior to restoration to be confident it is free from malware?

Yes       No       Partial

f. Does the applicant employ any intrusion detection and prevention solution?

Yes       No

g. Is Multi Factor Authentication (MFA) required for the following access?

Access to Critical Information       Remote Access to the Network

h. Is Remote Desktop Protocol (RDP) enabled?

Yes       No

If yes, are the following implemented:

VPN Access Only       MFA for Access       RDP Honey-pot(s)

i. How frequently is critical information backed up?

Continuously       Daily       Weekly       Monthly

Quarterly       Semi annually       Annually

j. Are backups subject to the following measures:

- MFA       Encryption       Segmentation       Virus/malware scanning

k. Other Ransomware Prevention Measures

Please describe any additional steps your organisation takes to detect and prevent ransomware attacks (e.g. segmentation of your network, additional software tools, external security services, etc.).

**14. Crime**

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 \$5,000) and the issuance of instructions for the disbursement of assets, funds or investments?

Yes       No

c. Segregation of duties:

In respect of purchases of services or goods with a value over above \$5,000, do you have controls in place which ensure that no one employee is able to perform more than one of the following stages:

(i) order, (ii) certificate receipt or completion and (iii) authorise payment?       Yes       No

If not is the number of stakeholders and employees within the business 2 or less?       Yes       No

## About your claims

15. During the last five years, have you:

a. Sustained any unscheduled or unintentional network outage, intrusion, corruption or loss of data?

Yes  No

b. Received notice or become aware of any privacy violations or that any data or personally identifiable information has become compromised?

Yes  No

c. Been subject to any disciplinary action, regulatory action, or investigation by any governmental, regulatory or administrative agency?

Yes  No

d. Received any injunction(s), lawsuit(s), fine(s), penalty(s) or sanction(s)?

Yes  No

e. Become aware of any circumstance or incident that could be reasonably anticipated to give rise to a claim against the type of insurance(s) being requested in this application?

Yes  No

If 'Yes' to any questions within this section, please provide full details, including supporting documentation, where available:

## About your cover

16. Please select which Limit of Indemnity is required for Cyber Liability:

\$50,000  \$100,000  \$250,000  \$500,000

\$1,000,000  \$2,000,000  \$5,000,000 Other

**Declaration**

I acknowledge that I have read and understood the important notices and privacy statement contained in this addendum. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this addendum together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this addendum on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this addendum and any other documents accompanying are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:

Name:

Position:

Signature:



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